



**DESIGN & CONSTRUCTION GROUP
THE GOVERNOR NELSON A. ROCKEFELLER
EMPIRE STATE PLAZA
ALBANY, NY 12242**

ADDENDUM NO. 1 TO PROJECT NO. 46145

**CONSTRUCTION WORK
REHABILITATE PLAYGROUND AREA
DULLES STATE OFFICE BUILDING
317 WASHINGTON STREET
WATERTOWN, NY**

August 18, 2023

<p>NOTE: This Addendum forms a part of the Contract Documents. Insert it in the Project Manual. Acknowledge receipt of this Addendum in the space provided on the Bid Form.</p>
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CONTRACTING REQUIREMENTS

1. DOCUMENT 007213 GENERAL CONDITIONS: Discard the Document bound in the Project Manual and substitute the accompanying Document (pages 007213-1 thru 007213-28) noted "Appendix A revised 06/2023".

CONSTRUCTION SPECIFICATIONS

2. SECTION 032100 STEEL CONCRETE REINFORCEMENT: Discard the Section bound in the Project Manual and substitute the accompanying Section (pages 032100-1 through 032100-3) noted "Revised 8/16/2023".
3. SECTION 033000 CAST-IN-PLACE CONCRETE: Discard the Section bound in the Project Manual and substitute the accompanying Section (pages 033000-1 through 033000-6) noted "Revised 8/16/2023".
4. SECTION 055000 METAL FABRICATIONS BROADSCOPE: Discard the Section bound in the Project Manual and substitute the accompanying Section (pages 055000-1 through 055000-4) noted "Revised 8/16/2023".
5. SECTION 321216 ASPHALT PAVING: Discard the Section bound in the Project Manual and substitute the accompanying Section (pages 321216-1 through 321216-4) noted "Revised 8/16/2023".
6. SECTION 321300 CONCRETE WALKS: Discard the Section bound in the Project Manual and substitute the accompanying Section (pages 321300-1 through 321300-4) noted "Revised 8/16/2023".

7. SECTION 321614 PRECAST CONCRETE CURBS: Discard the Section bound in the Project Manual and substitute the accompanying Section (pages 321614-1 through 321614-2) noted “Revised 8/16/2023”.
8. SECTION 323119 DECORATIVE METAL FENCES GATES:
 - a. Subparagraph 2.02.A.1.b.: Revise “Montage II” to read “Montage Plus”
 - b. Subparagraph 2.03.F.1.b. Revise “Montage II” to read “Montage Plus”

APPENDIX

9. SECTION SCHEDULE OF SUBMITTALS: Discard the Section bound in the Project Manual and substitute the accompanying Section (pages SOS-1 through SOS-5) noted “Revised 8/16/2023”.

CONSTRUCTION DRAWINGS

10. Revised Drawings:
 - a. Drawing No. C-001, noted “07/27/2023 Addendum 001” accompanies this Addendum and supersedes the same numbered originally issued drawings.
11. DRAWING C-602:
 - a. Detail entitled *DECORATIVE METAL FENCE – ELEVATION*:
 - 1) Change the steel gauge references as follows:
 1. Galvanized Steel Rail – 12 gauge
 2. Galvanized Steel Picket – 14 gauge
 3. Galvanized Steel Post – 12 gauge
 - b. Detail entitled *SWING GATE – SINGLE*:
 - 1) Change the steel gauge references as follows:
 1. Galvanized Steel Rail – 12 gauge
 2. Galvanized Steel Picket – 14 gauge
 3. Galvanized Steel Post – 12 gauge
 4. Detail entitled *SWING GATE – DOUBLE*:
 - 2) Change the steel gauge references as follows:
 1. Galvanized Steel Rail – 12 gauge
 2. Galvanized Steel Picket – 14 gauge
 3. Galvanized Steel Post – 12 gauge
 - 3) Change Picket Spacing from 4” on center to 3” on center.

END OF ADDENDUM

Brady M. Sherlock, P.E.
Director, Division of Design
Design & Construction

STATE OF NEW YORK - EXECUTIVE DEPARTMENT
OFFICE OF GENERAL SERVICES - DESIGN & CONSTRUCTION GROUP

DOCUMENT 007213
GENERAL CONDITIONS
AUGUST 2010 EDITION

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GENERAL CONDITIONS – AUGUST 2010

ARTICLE 1 - THE CONTRACT DOCUMENTS

1.1 The Contract Documents consist of the Agreement, the Performance and Payment Bonds, the General Conditions, the Supplementary Conditions, Appendix A, the Drawings and Specifications, Addenda issued prior to the receipt of bids and all subsequent modifications and changes issued pursuant to the General Conditions.

1.1.1 The Performance and Payment Bonds are not a part of Single Trade Contract less than two hundred thousand dollars.

1.2 The Contract Documents form the Contract. The Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, either written or oral including the bidding documents.

1.3 The Contract may not be modified except in accordance with the General Conditions.

1.4 The project is designed in accordance with the Building Codes of New York State and its reference standards. In no instance shall the Contractor deviate from the contract documents except as provided for in the contract. The Contractor shall notify the State of any deviations or conflicts observed that may violate the Building Codes.

ARTICLE 2 - DEFINITIONS

2.1 The following terms shall have the meanings ascribed to them in this Article, wherever they appear in the Contract Documents.

2.2 The term "Agency" means the officer, board, department, commission, authority, fund or public benefit corporation executing the Agreement.

2.3 The term "Commissioner" means the Commissioner of General Services.

2.4 The term "Comptroller" means the Comptroller of the State of New York.

2.5 The term "Contracting Officer" means the Director of Contract Administration of the Design and Construction Group of the Office of General Services or his representative designated in writing.

2.6 The term "Contractor" means the person, firm or corporation executing the Agreement or the successor or assignee of the Contractor approved in writing by the Contracting Officer. If the text requires, the term includes the person, firm or corporation executing any

Agreement in furtherance of the Project or the successors or assigns approved in writing by the Contracting Officer.

2.7 The term "days" means calendar days.

2.8 The term "Director" means the Director of Construction of the Design and Construction Group of the Office of General Services who will have general direction and supervision of the Work.

2.9 The term "Director's Representative" means the employee or agent of the Design and Construction Group designated in writing by the Director as such. Under the general supervision of the Director, the Director's Representative shall have complete charge of the Work and shall exercise full supervision and direction of the Work. Where the Contract Documents specifically designate a person to perform a function or duty, that person shall be the Director's Representative but only for the performance of that function or duty. Where the word "directed" appears in the Contract Documents, the words "by the Director's Representative" shall be deemed inserted thereafter in each case except where it is obviously inappropriate in context.

2.10 The term "Group Director" means the Deputy Commissioner for Design and Construction, Office of General Services.

2.11 The term "liquidated damages" means the amount of money to be assessed against the Contractor for delay in physical completion of the Work.

2.12 The term "physical completion" means the date upon which the Director's Representative certifies that all deficiencies noted on the Final Inspection List have been corrected and is evidenced by issuance of the Physical Completion Report.

2.13 The term "premises" means all land, buildings, structures and all other things of any kind located on or adjacent to the Site and owned, occupied or otherwise used by the State.

2.14 The term "product data" means manufacturer's catalog sheets, brochures, standard diagrams, illustrations, schedules, performance charts, test data, standard schematic drawings, specifications and installation instructions.

2.15 The term "Project" means Work at the same Site carried out pursuant to one or more sets of Contract Documents.

2.16 The term "provide" means furnish and install complete, in place and ready for operation and use.

2.17 The term “sample” means physical examples submitted by the Contractor of materials, equipment or workmanship to establish a standard which the Contractor is required to meet and to show the quality, type, range of color, finish, and texture of the material intended to be furnished for the Work.

2.18 The term “shop drawing” means an original drawing prepared by a Contractor, subcontractor, supplier or distributor which illustrates some portion of the Work showing fabrication, layout, fitting or erection details.

2.19 The term “Site” means the area within the contract limit, as indicated by the Contract Documents, including all land, buildings, structures and other things located within those limits.

2.20 The term “State” means the State of New York.

2.21 The term “substantial completion” means that the Work or major milestones there of as contemplated by the terms of this contract are sufficiently complete so that the Work can be used for the purpose for which it is intended.

2.22 The term “Work” means all that which is required of the Contractor by the Contract Documents including labor, materials, tools and equipment.

2.23 The term “Offerer” shall mean the individual or entity, or any employee, agent, consultant or person acting on behalf of such individual or entity that contacts a governmental entity about a governmental procurement during the restricted period of such governmental procurement.

ARTICLE 3 - INTERPRETATION OF CONTRACT DOCUMENTS

3.1 The Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all. It is not intended to include work not properly inferable from the Contract Documents.

3.2 Upon the Contractor’s written request, the Director’s Representative may issue written interpretation or drawings necessary for the proper execution or progress of the Work which interpretation shall be consistent with and reasonably inferable from the Contract Documents.

3.3 The language of the Contract Documents is directed at the Contractor unless specifically stated otherwise.

3.4 The organization of the Specifications into divisions, sections and articles, and the arrangement of

Drawings shall not control the Contractor in dividing the Work among subcontractors or in establishing the extent of Work to be performed by any trade.

3.5 In the event of conflicting provisions in the Contract Documents, the drawings will take precedence over the specifications.

3.6 In the event of conflicting provisions within the drawings, the following order of precedence for resolution of the conflict shall apply: the more specific provision will take precedence over the less specific; if not resolved, the less stringent will take precedence over the more stringent; if not resolved, the less expensive item will take precedence over the more expensive. On all drawings, figures take precedence over scaled dimensions.

3.7 In the event of conflicting provisions within the specifications, the following order of precedence for resolution of the conflict shall apply: the more specific provision will take precedence over the less specific; if not resolved, the less stringent will take precedence over the more stringent; if not resolved, the less expensive item will take precedence over the more expensive.

3.8 If during the performance of the work, the Contractor identifies a conflict in the Contract Documents; the Contractor shall promptly notify the Director’s Representative in writing of the conflict and advise as to the course of action the Contractor proposes to follow. The Director’s Representative shall promptly acknowledge the notification in writing and advise the Contractor, pursuant to Paragraph 3.2 of these General Conditions, as to the interpretation to be followed in the performance of the Work.

ARTICLE 4 - SUBMITTALS

4.1 The Contractor and the Director shall adhere to the submittal and scheduling requirements specified in Division 01 - General Requirements.

4.2 The Contractor shall approve all submittals before submitting them. By such approval, the Contractor represents that it has determined and verified field measurements, field construction criteria, materials, catalog numbers, and similar data and that it has checked and coordinated shop drawings, product data and samples with the requirements of the Contract Documents and that it has verified the completeness, correctness, and accuracy of the submittal.

4.3 The Director’s approval of shop drawings, product data and samples shall not relieve the Contractor of responsibility for any deviation from the requirements of the Contract Documents unless the Contractor has previously informed the Director of any anticipated deviation utilizing the required deviation request form,

(available at the OGS D&C website), at the time of submission. Written approval of the specific deviations as outlined on the request form shall be required. The Director's approval shall not relieve the Contractor from responsibility for errors or omissions in the shop drawings, product data or samples.

4.4 Portions of the Work requiring shop drawings, product data, quality assurance information, or sample submittals shall not be commenced until the appropriate submittals have been approved by the Director.

4.5 The Contractor shall deliver to the Director, in the detail and form and at the time the Director shall require, information concerning the Contractor's operations and proposed operations upon the Project all in accordance with Division 01 - General Requirements.

4.6 During the term of this Project, the Director may require any Contractor to modify any schedules which it has submitted either before or after they are approved so that the Work of any contract in furtherance of the Project may be properly progressed and so that changes in the Work or the work of related contracts is properly reflected in the schedules.

4.7 Where indicated under the specific submittal requirements of the specifications, a re-evaluation fee of \$250.00 will be assessed against the Contractor for each re-evaluation required of any submittal package that is deemed incomplete, or lacking appropriate content or required format as required by the individual specification section.

ARTICLE 5 - MATERIALS AND LABOR

5.1 All materials, equipment and articles used permanently in the Work which become the property of the State shall be new unless specifically stated otherwise.

5.2 Asbestos Free Materials: All materials used for construction shall be free of asbestos containing materials unless the materials containing the asbestos have been previously approved for use by the State. If asbestos is found in installed products not previously approved by the State, then it will be the responsibility of the contractor to abate the asbestos containing material and replace the work with new asbestos free materials at no cost to the State of New York in compliance with the requirements of the contract.

5.3 Except where specifically provided otherwise, whenever any product is specified by brand name, i.e., manufacturer's or supplier's name or trade name and catalog or model number or name, the intent is not to limit competition but to establish a standard of quality which the Director has determined is necessary. The words "or equal" shall be deemed inserted in each

instance. The Contractor may use any product equal to that named in the Contract Documents which is approved by the Director and which meets the requirements of the Contract Documents providing the Contractor gives timely notice of the Contractor's intent in accordance with the submittal and scheduling requirements of Division 01 - General Requirements.

5.4 The Contractor shall have the burden of proving at the Contractor's own cost and expense, to the satisfaction of the Director, that the proposed product is equal to the named product. The Director may establish criteria for product approval. The Director shall determine with absolute discretion whether a proposed product is to be approved.

5.5 If the Contractor fails to comply with the provisions of this Article, or if the Director determines that the proposed product is not equal to that named, the Contractor shall supply the product named.

5.6 The Contractor shall have and make no claim for the extension of time or for damages because the Director requires a reasonable period of time to consider a product proposed by the Contractor or because the Director disapproves such a product.

5.7 Where optional materials or methods are specified, or where "or equal" submissions are approved, the Contractor shall make all adjustments to contingent Work, whether the contingent Work be the Work of its contract or the Work of other Contractor's, necessary to accommodate the option or "or equal" product it selects without extra or additional cost.

5.8 Royalties and Patents: The Contractor shall pay all royalties and license fees. The Contractor shall defend all suits or claims for infringement of any patent rights and shall save the State harmless from loss on account thereof, except that the State shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer is specified.

ARTICLE 6 - CONTRACTOR'S SUPERVISION

6.1 The Contractor shall designate in writing competent supervision and/or management representatives as required below to represent the Contractor at all times with authority to act for the Contractor. All Direction given to the Contractor's Representatives shall be as binding as if given to the Contractor. A Superintendent or Project Manager shall be classified as management representatives included in the Contractor's overhead and shall perform management, supervisory and/or administrative tasks (non labor) only. Individuals listed under this Article shall have the ability to effectively communicate (verbal and written) with all parties associated with the administration/supervision of this contract.

6.1.1 For contracts valued up to \$500,000 the contractor shall provide a supervisor for the Contractor's staff who shall be in attendance at the site throughout the active performance of the Work.

6.1.2 For contracts valued from \$500,000 to \$2,000,000 the Contractor shall provide a Superintendent for the Contractor's staff who shall be in attendance at the site throughout the active performance of the Work until Substantial Completion. Upon Substantial Completion the contractor shall provide a supervisor who shall be in attendance at the site throughout the active performance of the Work until Physical Completion. The Superintendent shall have the authority to direct and schedule the Work, shall attend all project meetings, shall coordinate the Work of subcontractors, and make purchase and cost decisions on behalf of the Contractor.

6.1.3 For contracts valued from \$2,000,001 to \$5,000,000 the contractor shall provide a Superintendent for the Contractor's staff who shall be in attendance at the site throughout the active performance of the Work until Substantial Completion. Upon Substantial Completion the contractor shall provide a supervisor who shall be in attendance at the site throughout the active performance of the Work until Physical Completion. The Superintendent shall have the authority to direct the Work, attend all project meetings, and coordinate the Work of subcontractors. The Contractor shall also provide a Project Manager who shall attend project meetings, maintain submittal and approval system, and be responsible for change order/field order responses and negotiations. The Contractor shall provide required information to the Director's Representative for the Project Schedule.

6.1.4 For contracts valued from \$5,000,001 to \$10,000,000 the contractor shall provide a Project Manager and Superintendent for the Contractor's staff that shall be in attendance at the site throughout the active performance of the Work until Substantial Completion. Upon Substantial Completion the contractor shall provide a supervisor who shall be in attendance at the site throughout the active performance of the Work until Physical Completion. The Superintendent shall have the authority to direct the Work, and coordinate the Work of subcontractors. The Project Manager shall attend project meetings, maintain the project schedule, maintain submittal and approval system, and be responsible for change order/field order responses and negotiations.

6.1.5 For contracts valued for more than \$10,000,000 the contractor shall provide a Project Manager and Superintendent for the Contractor's staff who shall be in attendance at the site throughout the active performance of the Work until Substantial Completion. Upon Substantial Completion the

contractor shall provide a supervisor who shall be in attendance at the site throughout the active performance of the Work until Physical Completion. The Superintendent shall have the authority to direct the Work, attend all project meetings, and coordinate the Work of subcontractors. The Project Manager shall attend project meetings, maintain the project schedule, maintain submittal and approval system, and be responsible for change order/field order responses and negotiations. If at any time there are more than five subcontractors performing work on the site simultaneously an additional Superintendent is required coordinate their Work.

6.2 Should the Director deem any employees of the Contractor incompetent or negligent or for any cause unfit for their duty, the Contractor shall dismiss them and they shall not again be employed on the Work.

6.3 Before any part of the Contract shall be sublet or material purchased, the Contractor shall submit to the Director in writing the name of each proposed subcontractor and supplier and obtain the Director's written consent to such subcontractor and supplier. The names shall be submitted in ample time to permit acceptance or rejection of each proposed subcontractor and supplier by the Director or Contracting Officer without causing delay in the work of the Project. The Contractor shall promptly furnish such information as the Director or Contracting Officer may require concerning the proposed subcontractor's and supplier's ability and qualifications, and Minority/Women Owned Business Enterprises Status. Each request for approval of a subcontractor whose subcontract will be valued at \$10,000.00 or more shall also be accompanied by a NYS Vendor Responsibility Questionnaire - For-Profit Construction properly completed and executed by the proposed subcontractor.

6.4 The Contractor's use of subcontractors shall not diminish the Contractor's obligations to complete the Work in accordance with the Contract. The Contractor shall control and coordinate the Work of its subcontractors.

6.5 The Contractor shall be responsible for informing its subcontractors and suppliers of all the terms, conditions and requirements of the Contract Documents including, but not limited to the General Conditions, Supplementary Conditions, the Drawings and Specifications, Appendix A, and changes made by Addenda.

ARTICLE 7 - USE OF PREMISES

7.1 If the Premises are occupied, the Contractor, its subcontractors, and their employees shall comply with the regulations governing access to, operation of, and conduct while in or on the Premises and shall perform

the Work in such a manner as not to unreasonably interrupt or interfere with the conduct of business.

7.2 Any request received by the Contractor from any source other than the Director or the Director's Representative to change the Work or its sequence shall be referred to the Director's Representative for determination.

7.3 The Contractor, its subcontractors and their employees shall not have access to or be admitted to any area of the Premises outside the Site except with the written permission of the Director's Representative.

ARTICLE 8 - PERMITS AND COMPLIANCE

8.1 The Contractor shall obtain, maintain and pay for all permits and licenses legally required and shall give all notices, pay all fees and comply with all laws, rules and regulations applicable to the Work at no additional cost.

ARTICLE 9 - INSPECTION AND ACCEPTANCE

9.1 The Director's Representative will inspect and test the Work at reasonable times at the Site, unless the Director determines to make an inspection or test at a place of production, manufacture or shipment. Such inspection or test shall be conclusive as to whether the material and workmanship inspected or tested conforms to the requirements of the Contract. Such inspection or test shall not relieve the Contractor of responsibility for damage to or loss of the material prior to acceptance, nor in any way affect the continuing rights of the Director to reject the completed Work.

9.2 The Contractor shall, without charge, promptly correct any Work the Director's Representative finds does not conform to the Contract Documents unless in the public interest the Director consents to accept such Work with an appropriate adjustment on the Contract sum and/or to any terms and conditions of the Contract. The Contractor shall promptly remove rejected material from the Premises.

9.3 If the Contractor does not promptly correct rejected Work including the work of other subcontractors destroyed or damaged by removal, replacement, or correction, the Director may (1) correct such Work and charge the cost thereof to the Contractor; or (2) terminate the Contract in accordance with Article 13 of the General Conditions.

9.4 The Contractor shall furnish promptly without additional charge all facilities, labor, material and equipment reasonably needed to perform in a safe and convenient manner such inspections and tests as the Director's Representative requires.

9.5 The Contractor shall keep the Director's Representative informed of the progress of the Contractor's Work and particularly when the Contractor intends to cover Work not yet inspected or tested. All inspection and tests by the Director's Representative shall be performed in such manner as not to unreasonably delay the Work.

9.5.1 The Contractor shall be responsible for all required tests and appropriate test schedules, approvals and inspections pursuant to the Contract Documents.

9.5.2 The Contractor shall be back-charged with any cost of inspection when the Work is not ready at the time specified by the Director's Representative for inspection, or for deficient work that shall require re-testing.

9.6 Should the Director's Representative determine at any time before acceptance of the entire Work to examine Work already completed by removing, uncovering or testing the same, the Contractor shall, on request, promptly furnish all necessary facilities, labor, materials and equipment to conduct such inspection, examination or test. If such Work is found to be defective or nonconforming in any material respect, the Contractor shall defray all the expenses of such examination and satisfactory reconstruction. If the Work is found to meet the requirements of the Contract Documents, the Contractor shall be compensated for the additional services involved in such examination and reconstruction by order on contract and, if completion of the Work has been delayed thereby, shall receive a suitable extension of time.

9.7 No previous inspection or certificates of payment shall relieve the Contractor from the obligation to perform the Work in accordance with the Contract Documents. The final payment shall not relieve the Contractor of the responsibility for failing to comply with the Contract Documents.

9.8 The Contractor shall remedy all defects, paying the cost of any damage to other work or property of the State resulting there from, which shall appear within a period of one year from the date of physical completion.

9.9 Contractor warrants that Product(s) furnished pursuant to this Contract shall, when used in accordance with the Product documentation, be able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) transitions, including leap year calculations. Where a Contractor proposes or an acquisition requires that specific Products must perform as a package or system, this warranty shall apply to the Products as a system.

9.9.1 Where Contractor is providing ongoing services, including but not limited to: i) consulting, integration, code or data conversion, ii) maintenance or support services, iii) data entry or processing, or iv) contract administration services (e.g. billing, invoicing, claim processing), Contractor warrants that services shall be provided in an accurate and timely manner without interruption, failure or error due to the inaccuracy of Contractor's business operations in processing date/time data (including, but not limited to, calculating, comparing, and sequencing) various date/time transitions, including leap year calculations. Contractor shall be responsible for damages resulting from any delays, errors or untimely performance resulting there from, including but not limited to the failure or untimely performance of such services.

9.9.2 This Date/Time Warranty shall survive beyond termination or expiration of this contract through: a) ninety (90) days or b) the Contractor's or Product manufacturer/developer's stated date/time warranty term, whichever is longer. Nothing in this warranty statement shall be construed to limit any rights or remedies otherwise available under this Contract for breach of warranty.

ARTICLE 10 - ORDERS ON CONTRACT (CHANGE ORDERS)

10.1 The State may make changes by altering, adding to or deleting from the Work, and adjusting the Contract sum accordingly. All changed Work shall be executed in conformity with the terms and conditions of the Contract Documents unless otherwise provided in the order on contract. Any change in the Contract sum or time for completion of the described work of the order on contract shall be contained in the order on contract. Any change in schedule resulting from an order on contract will be issued in accordance with the provisions of Paragraphs 4.6 and 13.5 of these General Conditions.

10.2 No written or oral instructions shall be construed as directing a change in the Work unless in the form of an order on contract signed by the Contracting Officer. The order on contract shall describe or enumerate the Work to be performed, state the amount (if any) to be added to or deducted from the Contract sum and state the time allowed (if any) for the performance of the changed work. If the extent or cost of the Work is not determinable until after the changed Work is performed, the order on contract shall specify the method for determining the cost and extent of the changed Work when completed. If the Contractor disagrees as to any element of the order on contract, the Contractor shall promptly indicate such disagreement in writing by certified mail directed to the Contracting Officer and shall promptly proceed in accordance with the order on contract. The Contractor's letter of disagreement shall identify by number the order on contract with which the Contractor is disagreeing, the elements with which the Contractor disagrees and a statement as to why there is a

disagreement on each element. The letter of disagreement shall be accompanied by documentation of every material element of the Contractor's basis for disagreement. The Contracting Officer shall promptly review the Contractor's letter and supporting documentation and advise the Contractor in writing of any modifications to the order on contract or of the confirmation of the order on contract as issued. The Contracting Officer may, in the exercise of discretion, conduct informal discussions or meetings with the Contractor and/or State Officials, employees or agents prior to rendering a decision.

10.3 If the Contractor is required to perform Work for which the Contractor believes it is entitled to an order on contract, the Contractor shall give the Director prompt written notice and await instructions before proceeding to execute such Work. The Contractor shall thereafter proceed diligently with the performance of the contract in accordance with the Director's instructions. The Contractor shall maintain complete cost records including but not limited to time and payroll records, material invoices and delivery tickets, equipment rental and purchase invoices for itself and all subcontractors, suppliers and material-men when the Contractor performs work which the Contractor believes is extra or additional work. Failure to maintain such records shall waive any right to extra and additional costs beyond those costs supported by actual cost records.

10.4 The Contracting Officer shall determine the value of any order on contract by one or more of the methods provided in Division 01 - General Requirements.

10.5 Irrespective of the method used or to be used by the State in determining the value of a change order, the Contractor shall after receipt of a request, promptly submit to the State a detailed breakdown of the Contractor's estimate of the value of the omitted or extra work. The Contractor shall submit evidence, satisfactory to the Contracting Officer, to substantiate each and every item that constitutes his proposal for the change. The State shall promptly respond to such submission.

10.5.1 The contractor shall submit a responsive cost proposal to the Director's Representative in proper form subject to the provisions of this Article. The contractor shall respond no later than 30 days from the date of a "request for proposal" from the Director's Representative. Should the contractor fail to respond or submit the required cost proposal within the 30 day requirement, the State shall determine a fair market value for the work proposed and will issue an order on contract or field order to the contract. The Contractor, by failing to respond or provide an acceptable proposal; waives any claim or rights to any extra and or additional costs as determined by the Contracting Officer.

10.6 Unless otherwise specifically provided for in a change order, the compensation specified therein for extra work includes full payment for both the extra work covered thereby and for any damage or expense caused the Contractor by any delays to other work to be done under the Contract resulting from or on account of said extra work, and the Contractor waives all rights to any other compensation for said extra work, damage or expense.

10.7 No order on contract which creates a liability on the State shall be binding unless approved by the Office of the State Comptroller.

ARTICLE 11 - SITE CONDITIONS

11.1 If the Contractor encounters subsurface or other latent physical conditions at the Site which differ substantially from those shown, described or indicated in such information provided by the State or from any information which is a public record and which subsurface or other latent physical condition could not have been reasonably anticipated from that information or from the Contractor's own inspection and examination of the Site, the Contractor shall give immediate written notice to the Director before any such condition is disturbed. The Director shall promptly investigate and, if it is determined that the conditions substantially differ from those which should have been reasonably anticipated, shall make such changes in the Drawings and Specifications as may be required. If necessary, the Contract sum and completion date shall be adjusted, to reflect any increase or decrease in the cost of, or time required for, performance of the Contract.

ARTICLE 12 - SUSPENSION OF WORK

12.1 The Director may order the Contractor in writing to suspend, delay, or interrupt performance of all or any part of the Work for a reasonable period of time as the Director may determine.

12.2 Upon receipt of a suspension order, the Contractor shall, as soon as practicable, cease performance of the Work as ordered and take immediate affirmative measures to protect such Work from loss or damage.

12.3 The Contractor specifically agrees that a suspension, interruption or delay of the performance of the Work pursuant to this Article for a period or periods not exceeding thirty days in total shall not increase the cost of performance of the Work of this Contract other than costs directly related to demobilization and remobilization for the Work, temporary services costs, equipment rental which cannot be practically suspended and temporary protection measures which are unusual but necessary.

ARTICLE 13 - TIME OF COMPLETION AND TERMINATION FOR CAUSE

13.1 All time limits stated in the Contract are of the essence of the Contract.

13.2 Termination for Cause.

13.2.1 If in the judgment of the Group Director, the Contractor fails or refuses to prosecute the Work in accordance with the Contract, or is failing to complete the Work within the time provided by the Contract, the Group Director may terminate the Contract by written notice. In such event, the Group Director shall order the surety to complete the Work.

13.2.2 If it is determined after the award of the contract that there exists any cause of so serious or compelling a nature, including but not limited to, submission to a contracting agency of a false or misleading statement on a NYS Vendor Responsibility Questionnaire, or in some other form in connection with a bid for or award of this or any other contract or a request for approval of a subcontractor, that it raises questions about the present responsibility of a contractor or subcontractor, the Group Director may terminate the Contract by written notice. In such event, the Group Director may or may not in his sole discretion, order the surety to complete the Work.

13.2.3 The Director will notify the Contractor and Surety that the State is considering declaring the Contractor in default and will arrange a hearing with the Contractor and the Surety to discuss methods of performing and completing the contract work.

13.2.4 If the State formally declares the contractor in default the State will demand upon the Surety to complete any and all remaining work pursuant to the terms of the Contract and the Surety Takeover Guidelines incorporated as Appendix B. The Surety may undertake to perform and complete the work itself, through its agents or through independent contractors approved by the State. The State will agree to pay the balance of the Contract price to the Surety in accordance with the terms and conditions of the Contract or to the designee authorized in writing by the surety upon acceptance of the Surety's completion plan pursuant to Appendix B. incorporated herein.

13.2.5 The surety agrees to complete any investigation into the default of the Contractor and advise the Group Director as to its intended course of action within ten days of receipt of the written notice of default. That notice will detail the underlying reasons for the default and provide pertinent documentation including the surety takeover guidelines of the Contracting Officer. Any request by a surety for execution of a takeover agreement, shall be delivered to

the Contracting Officer for consideration, within the same ten day period. No changes in the terms and conditions of the Contract will be considered. All rights remedies and defenses of the parties are reserved and no rights, remedies or defenses of the parties are waived, by virtue of the surety's agreement to assume contract performance under the bond

13.2.6 The Surety may elect to forfeit the remaining penal sum of the Performance Bond within twenty days of notification of default by the State; with no additional penalties imposed, upon the execution of a release prepared by the State. The State will determine the value of the remaining Work based upon its investigation of the Work in place against payments previously authorized. As soon as practical the Surety will tender payment therefore to the State.

13.2.7 If the surety fails or refuses to complete the Work within twenty five days of the notification of the contractors default or if the Surety fails or refuses to complete the work within the time frames allotted by the State, the Group Director may take over the Work and prosecute it to completion by contract publicly let or otherwise, and may take possession of and utilize in completing the Work, such of the Contractor's materials, equipment and plant as may be on the Site of the Work. Whether or not the right to terminate is exercised, the Contractor and the Surety shall be liable for any damage to the State resulting from the failure or refusal to complete the Work in accordance with the Contract or the failure to complete the Work within the time provided by the Contract.

13.2.8 Should the Surety fail to commence the work the Group Director will notify the Surety that the State is considering declaring the Surety in default and will arrange a hearing with the Surety to discuss methods of performing and completing the contract work. It is the policy of the Office of General Services, Design and Construction Group to let a Contract for the remaining work after the 21st day of the demand upon the Surety to complete the Work pursuant to the terms and conditions of the Contract, and the Performance Bond filed with the Office of the State Comptroller.

13.3 The amount of Liquidated Damages shall be the product of \$1,000.00 times the number of days of delay in physical completion of the work. Upon the assessment of such damages the State may withhold the sum of the damages contemplated from payments to avoid an overpayment to any firm where damages would apply.

13.3.1 If the Group Director terminates the Contract, damages shall consist of liquidated damages, if any, until the Work is physically completed, plus any increased costs occasioned the State in completing the Work.

13.3.2 If the Group Director does not terminate the Contract, the damages shall consist of liquidated damages, if any, until the Work is physically completed.

13.4 The Contract shall not be so terminated nor the Contractor charged with resulting damage if:

13.4.1 The delay in the completion of the Work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and such subcontractors or suppliers, and

13.4.2 The Contractor notifies the Director in writing of the causes of delay within ten days from when the Contractor knew or ought to have known of any such delay.

13.5 The Director will ascertain the facts and the extent of the delay and extend the time for completing the Work when, in the Director's judgment, the findings of fact justify such an extension, and the Director's findings of fact shall be final and conclusive on the parties.

13.6 If after notice of termination of the Contract, it is determined for any reason the Contractor was not in default or that the delay was excusable, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the termination for convenience clause.

13.7 The rights and remedies of the State provided in this Article are in addition to any other rights and remedies provided by law or under this Contract.

13.8 The State, as defined in Article 2 of these General Conditions, reserves the right to terminate this contract in the event it is found that the certification filed by the offerer in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the Governmental Entity may exercise its termination right by providing written notification to the offerer in accordance with the written notification terms of the contract.

ARTICLE 14 - TERMINATION OF CONTRACTOR'S EMPLOYMENT FOR THE CONVENIENCE OF THE STATE OF NEW YORK

14.1 The Group Director may terminate this Contract whenever the public interest so requires by delivering to the Contractor a notice of termination specifying the extent to which performance of Work under the Contract is terminated and the date upon which such termination becomes effective. Upon receipt of the notice of termination, the Contractor shall act promptly to minimize the expenses resulting from such termination. The State shall pay the Contractor the sum of:

14.1.1 The costs actually incurred by the Contractor, subcontractors, and sub-subcontractors or their suppliers up to the effective date of such termination, and

14.1.2 The cost of settling and paying claims, provided the concurrence of the Contracting Officer is obtained prior to agreeing to any such settlement, arising out of the termination of Work under subcontracts or orders exclusive of the amounts paid or payable on account of supplies or materials delivered or services furnished by the subcontractor prior to the effective date of the notice of termination of Work under this Contract, which amounts shall be included in the cost on account of which payment is made under 14.1.1 above, and

14.1.3 An amount determined by adding to the amount of the costs under 14.1.1 above a sum equal to 20% (comprised of 10% overhead and 10% profit) thereof, provided, however, that if it appears that the Contractor would have sustained a documentable loss on the entire Contract had it been completed, an appropriate adjustment shall be made reducing the amount to be paid under this Article to reflect the indicated rate of loss.

14.2 In no event shall the Contractor's compensation exceed the total Contract amount.

14.3 The detailed estimate or amount of progress payments made to the Contractor prior to the day termination was effective shall not be conclusive evidence of costs incurred but progress payments shall be offset against any payment which the State makes to the Contractor as a result of such termination.

ARTICLE 15 - DISPUTES

15.1 The Contractor specifically agrees to submit, in the first instance, any dispute or disagreement relating to the performance of this Contract to the Group Director, who shall render a decision in writing and furnish a copy thereof to the Contractor. The Contractor agrees that this clause does not apply to any dispute or disagreement which involves delay, acceleration, interference or any other act or omission constituting a breach of contract;

any matter relating to extensions of time, bonuses or liquidated damages; to the value of any order on contract or field order (issued pursuant to Division 01 - General Requirements); any termination for cause or convenience; or to termination costs allowable pursuant to contract.

15.2 The Contractor must request such decision in writing by certified mail no more than fifteen days after the Contractor knew or ought to have known of the facts which are the basis of the dispute or disagreement. Such writing shall identify the nature of the dispute or disagreement; identify the person who rendered the decision or interpretation involved and the date of the decision or interpretation with which the Contractor disputes or disagrees, attaching a copy of such decision or interpretation; contain a statement of the contractual basis for the dispute or disagreement; and identify the relief sought.

15.3 The Group Director may cause an investigation to be made of the circumstances involving the dispute or disagreement and may cause a fact-finding proceeding to be conducted before rendering the decision.

15.4 The Contractor agrees that the decision of the Group Director shall be final and conclusive. Nothing in this Contract shall be construed as making final the decision of any administrative official upon a question of law.

ARTICLE 16 - STATUTORY REQUIREMENTS FOR UTILIZATION OF MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES

16.1 Pursuant to Section 313 of Article 15-A of the Executive Law of the State of New York, the Director of the Division of Minority and Women's Business Development has promulgated rules and regulations (Parts 140 through 145 of Subtitle N of Title 9 New York Code of Rules and Regulations) (the "Regulations") for the purposes of ensuring that certified Minority and Women owned Business Enterprises shall be given the opportunity for meaningful participation in the performance of State contracts and to facilitate the award of a fair share of State contracts and subcontracts to such business enterprises.

16.2 The Contractor shall make a good faith effort to solicit active participation in the Work by enterprises identified in the directory of certified businesses obtainable from the Division of Minority and Women's Business Development, New York State Department of Economic Development.

16.3 The Contractor agrees, as a material condition of this contract, to be bound by the provisions of Section 316 of Article 15-A of the Executive Law of the State of

New York which relates to the resolution of disputes which may arise under this Article.

16.4 The Contractor agrees to include the provisions of Paragraphs 16.2 and 16.3 of these General Conditions in every subcontract it enters into as to Work in connection with this Contract in such a manner that the provisions will be binding upon such subcontractor. However, the provisions of this paragraph shall not be binding upon the Contractor or its subcontractors in the performance of work or the provision of services that are unrelated, separate or distinct from this Contract as expressed by its terms.

16.5 The Regulations referred to in Paragraph 16.1 of these General Conditions require, among other things, that a bidder or proposer for a State contract submit a utilization plan which shall identify certified Minority or Women Owned Business Enterprises which the bidder/proposer intends to use in connection with the performance of the proposed State contract. Such a utilization plan shall be submitted after bids are opened but prior to contract award.

16.5.1 Pursuant to the Regulations: (1) the Commissioner may require the submission by the Contractor of compliance reports relating to the implementation of and adherence to the utilization plan in performing the Contract; (2) the Commissioner shall allow the Contractor to apply for a partial or total waiver of the Minority and Women Owned Business participation requirements; (3) the Contractor may file a complaint with the Executive Director of the Division of Minority and Women's Business Development regarding a denial of a request for waiver of Minority and Women Owned Business participation requirements; (4) the Commissioner may file a complaint with the Executive Director of the Division of Minority and Women's Business Development in the event the Contractor fails to comply with the Minority and Women Owned Business participation requirements set forth in this Contract; and (5) the Commissioner may disqualify the Contractor's bid or proposal as being non-responsive for failure to remedy notified deficiencies contained in the Contractor's utilization plan after an administrative hearing on the record, reviewing all grounds for disqualification stated by the Commissioner and taking into consideration all the criteria set forth in Section 313 of the Executive Law.

16.5.2 The Contractor is referred to the entirety of the provisions of Section 316 of Article 15-A of the Executive Law of the State of New York and of the Regulations for the Contractor's full familiarization with their applicable provisions as terms of this Contract.

ARTICLE 17 - COORDINATION OF SEPARATE CONTRACTS

17.1 The State may award other contracts which affect the Work of this Contract. In that event, the Contractor shall coordinate its Work with the work of other contractors in such manner as the State may direct. Each contractor shall control and coordinate the work of its subcontractors, if any. The State shall approve or require the modification of the work schedules of all contractors to the end that the Project may be progressed as expeditiously as the case permits.

17.2 If any part of the Work depends for proper execution or results upon the work of any other contractor, the Contractor shall inspect and promptly report in writing to the Director's Representative any defects in such work. The Contractor's failure to inspect and report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of the Contractor's Work.

17.3 The Director's Representative shall issue appropriate directions and take such other measures to coordinate and progress the Work as may be reserved to the State in the Contract, and which an ordinarily reasonable project owner in similar circumstances would be expected to take.

17.4 The award of more than one contract for the Project requires sequential or otherwise interrelated contractor operations, and will involve inherent delays in the progress of any individual contractor's work. Accordingly, the State does not guarantee the unimpeded operations of any contractor. The Contractor acknowledges these conditions, and understands that the Contractor shall bear the risk of all delays caused by the presence or operations of other contractors engaged by the State and delays attendant upon any State-approved construction schedule.

17.5 The State shall not be liable for delays which occur by reason of any contractor's failure to comply with directions of the State or because of the neglect, failure or inability of any contractor to perform its work efficiently.

17.6 The Contractor shall defend, indemnify and hold the State harmless from any and all claims or judgments of damages and from costs and expenses to which the State may be subjected or which it may suffer or incur by reason of or based upon an allegation of the Contractor's failure to promptly comply with the directions of the Director's Representatives.

17.7 Should the Contractor sustain any damage through any act or omission of any other contractor having a contract with the State for the performance of work upon the Site of work which may be necessary to

be performed for the proper prosecution of the Work to be performed hereunder, or through any act or omission of a subcontractor of such contractor, the Contractor shall have no claim against the State for such damage, but shall have a right to recover such damage from the other contractor under the provision similar to the following provision which has been or will be inserted in the contract with such other contractors.

17.8 Should any other contractor having or who shall hereafter have a contract with the State for the performance of work upon the Site sustain any damage through any act or omission of the Contractor hereunder or through any act or omission of any subcontractor of the Contractor, the Contractor agrees to reimburse such other contractor for all such damages and to indemnify and hold the State harmless from all such claims.

ARTICLE 17A - DELAYS

17A.1 For the purposes of this Contract, the term delay includes delay, disruption, interference, inefficiencies, impedance, hindrance and acceleration.

17A.2 The Contractor agrees to make claim only for additional costs as defined in Document 012200, section 1.01, paragraph H from causes listed below, attributable to delay in the performance of this contract, occasioned by any act or omission to act by the State or any of its representatives. The Contractor also agrees that delay from any other cause shall be compensated for solely by an extension of time to complete the performance of the work.

17A.2.1 The failure of the State to take reasonable measures to coordinate and progress the work.

17A.2.2 Extended delays attributable to the State in the review or issuance of orders on contract or field orders, in shop drawing reviews and approvals or as a result of the cumulative impact of multiple orders on contract, which constitute a qualitative change to the project work and which have a verifiable impact on project costs.

17A.2.3 The unavailability of the site for such an extended period of time which the Director determines to significantly affect the scheduled completion of the contract.

17A.2.4 The issuance by the Director of a stop work order relative to a substantial portion of work for a period exceeding thirty days.

17A.3 The Contractor shall provide "notice of claim" of an anticipated claim for delay to the Contracting Officer by personal service or certified mail no more than fifteen days after the Contractor knew or ought to have known

of the facts which form the basis of the claim. The Contracting Officer shall acknowledge receipt of the Contractor's notice, in writing, within five days. The Contractor agrees that the State shall have no liability for any damages which accrue more than fifteen days prior to the delivery or mailing of the required notice. The notice shall at a minimum provide a description of any operations that were, are being, or will be delayed, the date(s) and reasons for the delay, and, to the extent known, the information required by Paragraph 17A.6 of these General Conditions. In no case, shall oral notice to the Director's Representative or contracting officer constitute notice under this provision or be deemed to constitute a waiver of the written notice requirement. In no case, shall written notice to the Director's Representative or any other individual other than the Contracting Officer constitute notice under this provision or be deemed to constitute a waiver of the written notice requirement. The Contracting Officer is located at the following location:

Division of Contract Administration
Contracting Officer
35th Floor, Corning Tower
Albany, New York 12242

17A.4 Failure by the Contractor to adequately progress the completion of the work will be considered in determining the causes of delay. For any claim asserted under this Article, the Contractor shall keep detailed written records of the costs and shall make them available to the Contracting Officer at any time for the purposes of audit and review. Failure by the Contractor to provide the required written notice or to maintain and furnish records of the costs of such claims to the Contracting Officer shall constitute a waiver of the claim.

17A.5 The provisions of this Article apply only to claims for extra or additional costs attributable to delay and do not preclude determinations by the Director allowing reimbursement for additional costs for extra work pursuant to Article 10 of these General Conditions.

17A.6 REQUIRED CONTENT OF CLAIM SUBMISSION.

17A.6.1 As noted in Paragraph 17.A.3 of these General Conditions, all claims for delay shall be submitted in writing to the Contracting Officer and must be in sufficient detail to enable the Contracting Officer to ascertain the basis and the amount of each claim. The following information shall be provided by the Contractor upon request of the Contracting Officer if not previously supplied:

a. A description of the operations that were delayed, the reasons for the delay and an explanation of how they were delayed.

b. A detailed factual statement of the claim providing all necessary dates, locations and items of work affected by the claim.

c. An as-built chart, "Critical Path Method" scheme or other diagram or chart depicting in graphic form how the operations were or are claimed to be adversely affected including the report and conclusions of all engineering and scheduling experts or other consultants, if any.

d. The date on which actions resulting in the claim occurred or conditions resulting in the claim became evident.

e. A copy of the approved project schedule and a copy of the "notice of claim" required for the specific claim by Paragraph 17A.3 of these General Conditions.

f. To the extent known, the name, function, and activity of each State official, employee or agent, involved in, or knowledgeable about facts that gave rise to such claim.

g. The name, function, and activity of each Contractor or subcontractor officer, or employee, involved in, or knowledgeable about facts that gave rise to such claim.

h. The identification of any pertinent documents, and the substance of any material oral communication relating to such claim.

i. The amount of additional compensation sought and a breakdown of that amount into the categories specified in Division 01 - General Requirements.

j. If an extension of time is also requested, the specific number of days for which it is sought and the basis for such request as determined by an analysis of the construction progress schedule.

17A.7 REQUIRED CERTIFICATION OF CLAIMS.

17A.7.1 When submitting any notice of claim or claim data, the Contractor must certify in writing and under oath:

a. That supporting data is accurate and complete to the Contractor's best knowledge and belief;

b. That the amount of the claim and the claim itself accurately reflects what the Contractor in good faith believes to be the State's liability.

17A.7.2 If the Contractor is an individual, the certification shall be executed by that individual. If the Contractor is not an individual, the certification shall be executed by a company official in charge of the Contractor's operations pertaining to this contract or an officer or general partner of the Contractor having overall responsibility for the conduct of the Contractor's affairs.

17A.7.3 Failure to timely comply with any of the requirements of Article 17A for the submission of any claim for delay may constitute grounds for denial of such claim.

ARTICLE 18 - RESPONSIBILITY FOR DAMAGE

18.1 The Contractor shall faithfully perform and complete all of the Work required by the Contract, and has full responsibility for the following risks:

18.1.1 Loss or damage, direct or indirect, to any property owned by the State or to the Work including the building or structure in which the Work is being performed, or any other construction in progress whether being performed by any other contractor or the State, or to any plant, equipment, tools, materials or property furnished, used, installed or received by the Director under this Contract or any other contract. The Contractor shall bear all such risk of loss or damage, until all of the Work covered by the Contract has been finally accepted. In the event of such loss or damage the Contractor shall forthwith repair, replace, and make good any such loss or damage without additional cost.

18.1.2 Injury to persons (including death resulting there from), or damage to property caused by an occurrence arising out of the performance of this Contract for which the Contractor may be legally liable under the laws of torts.

18.2 The Contractor, however, shall not be responsible for damages resulting from faulty design or from willful acts of State officials or employees or from negligence resulting solely from acts or omissions of the State, its officers or employees. Nothing herein shall vest in third parties any right of action beyond such as may legally exist irrespective of this Article.

18.3 The Contractor shall indemnify and save harmless the State, its employees and agents from suits, actions, damages, and costs of every name and description relating to the performance of this Contract during its prosecution and until the acceptance thereof, and the State may retain such moneys from the amount due the Contractor as may be necessary to satisfy any claim for damages recovered against the State. The Contractor's obligations under this paragraph shall not be deemed waived by the failure of the State to retain the whole or any part of such moneys due the Contractor, nor shall such obligation be deemed limited or discharged by the enumeration or procurement of any insurance for liability for damages imposed by law upon the Contractor, subcontractor or the State.

ARTICLE 19 - INSURANCE - BUILDER'S RISK, LIABILITY AND WORKERS' COMPENSATION

19.1 Before commencing the Work and until the established Physical Completion date, all insurance required by the Contract shall be obtained at the sole cost and expense of the Contractor; and the Contractor shall furnish to the Contracting Officer a Certificate of

Insurance in a form satisfactory to the Contracting Officer showing that the Contractor has complied with this Article. Insurance shall be maintained with insurance carriers licensed to do business in New York State and acceptable to the Contracting Officer; shall be primary and non-contributing to any insurance or self insurance maintained by OGS; and shall be endorsed to provide written notice be given to the Contracting Officer at least thirty days prior to the cancellation, non-renewal, or material alteration of such policies, which notice, evidenced by return receipt of United States Certified Mail, any notice shall be addressed to:

Division of Contract Administration
Director
35th Floor, Corning Tower
Albany, New York 12242

19.1.1 The endorsement shall name The People of the State of New York, its officers, agents, employees and the assigned construction manager as additional insureds there under. This additional insured shall be primary and non-contributory. (General Liability Additional Insured Endorsement shall be on Insurance Service Office's (ISO) form number CG 20 11 85 and a copy of which shall be furnished along with the Certificate of Insurance.) The Contracting Officer may modify the provisions of this Article when deemed in the best interest of the State by order on contract or field order.

19.1.2 The Contractor, throughout the term of this Contract, or as otherwise required by this Contract, shall obtain and maintain in full force and effect on an occurrence form, the following insurance with limits not less than those described in this article, and as required by the terms of this Contract, or as required by law, whichever is greater. If such insurance contains an aggregate limit, it shall apply separately on a per job, per location basis.

19.1.3 The Contractor shall be solely responsible for the payment of all deductibles and Self Insured Retentions.

19.1.4 Not less than thirty days prior to the expiration date or renewal date of any insurance policies reflected on such certificates, the Contractor shall supply OGS updated replacement Certificates of Insurance, and amendatory endorsements.

19.2 The kinds and amount of insurance is as follows:

19.2.1 Workers' Compensation Insurance and Disability Benefits Law. A policy covering the obligations of the Contractor in accordance with the Workers' Compensation Law and the Disability Benefits Law covering all operations under the Contract, whether performed by the Contractor or by its subcontractor.

19.2.2 Commercial General Liability, and if necessary, Commercial Umbrella Liability Insurance with a limit of not less than \$2,000,000 each occurrence. Such liability shall be written on the ISO occurrence form CG 00 01, or a substitute form providing equivalent coverages and shall cover liability resulting in Bodily Injury, Property Damage, Personal Injury or loss of use arising from premises operations, independent contractors, products-completed operations, broad form property damage, personal & advertising injury, cross liability coverage, liability assumed in a contract (including the tort liability of another assumed in a contract) and explosion, collapse & underground coverage.

If such insurance contains an aggregate limit, it shall apply separately on a per job, per location basis.

19.2.3 Comprehensive Business Automobile Liability, and if necessary, Commercial Umbrella Liability Insurance with a limit of not less than \$2,000,000 each accident. Such insurance shall cover liability arising out of any automobile including owned, leased, hired and non-owned automobiles.

19.2.4 Builder's Risk: The Contractor shall be liable for any and all damages and losses to the Project prior to the State of New York's acceptance of the Project as fully completed except that the Contractor shall not be liable for:

19.2.4.1 Losses covered by the Builder's Risk property insurance provided by the State of New York; except that the Contractor shall be liable for the applicable deductible.

19.2.4.2 All policies shall be issued by insurance companies licensed to conduct such business under the laws of the State of New York, shall be written for the benefit of the State of New York and for the Contractor as their interests may appear, and shall run until the contract physical completion date. The State of New York must be listed as loss payee pursuant to this policy. Policies expiring on a fixed date before physical completion must be renewed and re-filed not less than thirty days before such expiration date.

19.2.5 If the work involves abatement, removal, repair, replacement, enclosure, encapsulation and/or disposal of any petroleum, petroleum product, hazardous material or substance including asbestos, lead or mold, and those as defined by applicable State and federal laws and regulations, the Contractor shall procure, or otherwise obtain through an approved subcontractor, and maintain in full force and effect throughout the term of the contract, and for two years after completion hereof, pollution legal liability insurance with limits of not less than \$5,000,000, providing coverage for bodily injury and property

damage, including loss of use of damaged property or of property that has not been physically injured. Such policy shall provide coverage for actual, alleged or threatened emission, discharge, dispersal, seepage, release or escape of pollutants, including any loss, cost or expense incurred as a result of any cleanup of pollutants or in the investigation, settlement or defense of any claim, suit, or proceedings against OGS arising from Contractor's work. The State of New York shall be named as additional insured and this shall be primary.

19.2.5.1 If automobiles are to be used for transporting hazardous materials, the Contractor shall provide pollution liability broadened coverage for covered autos (endorsement CA 99 48) as well as proof of MCS 90.

19.3 The Contractor may provide the required proof of insurance on industry forms provided that no other endorsements exclude, delete or restrict those coverage's provided for by this article. It is required that companies affording coverage list the company name in full as filed with the New York State Insurance Department. The contract number and project location must be provided in order to approve the certificate.

19.4 Should the Contractor fail to provide or maintain any insurance required by law the Contract will be considered null and void. Further, no contractor is permitted to access the project site without providing proof of proper insurance to the Contracting Officer or his designated representative. No payments will be authorized by the Contracting Officer to any firm who fails to comply with the provisions of this Article.

ARTICLE 20 - OCCUPANCY PRIOR TO COMPLETION AND ACCEPTANCE

20.1 The State shall have the right to take possession of or use any completed or partially completed portion of the Work. Written notice of such possession shall be given to the Contractor by the Director. The notice shall identify the date when such possession shall commence and the area, equipment or system involved. Written notice shall also be given the Contractor for any cessation of such possession by the State. Such possession or use shall not be deemed an acceptance of any Work. While the State is in such possession, the Contractor, notwithstanding the provisions of Article 18 of the Contract, shall be relieved of the responsibility for loss or damage to the Work except for that resulting from the Contractor's fault or negligence. If such possession or use by the State delays the progress of the Work or causes additional expense to the Contractor, an adjustment in the Contract price and/or the time of completion shall be made and the Contract modified in writing accordingly. The provisions relating to an adjustment in the Contract price or the time of

completion contained in this paragraph shall not apply to occupancy or possession after Substantial Completion.

ARTICLE 21 - PAYMENT

21.1 The Contractor shall submit monthly, or at more frequent intervals if permitted in writing by the Contracting Officer, a requisition for a progress payment to the designated payment office for Work performed and materials furnished up to the date of the requisition, less any amount previously paid to the Contractor. Except as otherwise provided by this Contract, the Contracting Officer shall approve and cause to be paid the requisition for the progress payment less an amount necessary to satisfy any claims, liens or judgments against the Contractor which have not been suitably discharged and less any amount authorized by law to be retained. The requisition shall be in such form and supported by such evidence as the Contracting Officer may reasonably require. The designated payment office is listed as follows:

Division of Contract Administration
Bureau of Contract Performance
35th Floor, Corning Tower
Albany, New York 12242

21.1.1 For those contracts designated as Labor and Material reimbursement or similar type contracts, the contractor shall submit to the Contract Payment Audit Group no later than 60 days from the period of when the work occurred, acceptable proof of labor and material costs specific to the approved scope of work as verified by the Directors Representative, to the Contracting Officer for audit, verification and approval prior to the submission of any payment. The Contract Payment Audit Group is located at the following location:

Division of Contract Administration
Contract Payment Audit Group
35th Floor, Corning Tower
Albany, New York 12242

21.1.2 The submittal of cost for reimbursement to the Contractor shall be in such form and supported by such evidence as the Contracting Officer may reasonably require.

21.1.3 For those contracts designated as Electronic Contractor Requisition (ECR) eligible, if the contractor agrees to participate (participation is not mandatory – a contractor may still elect to submit paper requisitions), the contractor shall provide an Electronic Contractor Requisition (ECR) Program Certification form which shall become part of this agreement. The contractor further certifies that the individual certifying the requisition is duly authorized to undertake requisitioning transactions. The contractor understands that the State will rely on the information disclosed in the contractor's requisition consistent with all of the

provisions of this Article. A contractor need not submit electronic requisitions in order to receive electronic payments.

21.2 The Director or the Contracting Officer may refuse to approve the requisition or a portion of it if the Contractor is failing or refusing to prosecute the Work in accordance with the Contract.

21.3 Payment will be made for approved materials not yet incorporated in the Work which are in short and/or critical supply and for materials determined to be specifically fabricated for the project. Requisitions which require payment for materials shall be accompanied by a notarized statement certifying that the materials for which payment is requisitioned are the Contractor's property and have been suitably stored and insured. The Contractor shall provide such evidence of the value of the material stored as the Contracting Officer may reasonably require. The Contractor shall have full continuing responsibility to insure and protect such materials and maintain them in proper condition to fulfill Contract requirements when installed.

21.4 When the Work or major milestones thereof as contemplated by the terms of this Contract are substantially completed, the Contractor shall submit to the Contracting Officer a requisition for payment of the remaining amount of the Contract balance. Upon receipt of such requisition the Contracting Officer shall, except as otherwise provided by this Contract, approve and cause to be paid the remaining amount of the Contract balance less two times the value of any remaining items to be completed and an amount necessary to satisfy any claims, liens or judgments against the Contractor which have not been suitably discharged. As the remaining items of Work are satisfactorily completed or corrected, the Contracting Officer shall cause to be paid, upon receipt of a requisition, for these remaining items less an amount necessary to satisfy any claims, liens or judgments against the Contractor which have not been suitably discharged.

21.5 No more than 60 days after the issuance of the Physical Completion Report, the Contractor shall submit to the Contracting Officer or his designated representative a requisition for payment of the remaining Contract balance. Upon receipt of this requisition, the Contracting Officer shall, except as otherwise provided by this Contract, approve and cause such requisition to be paid less any amount necessary to satisfy any claims, liens or judgments against the Contractor which have not been suitably discharged. The Contractor waives any claim or right to payment of any contract balance which has not been requisitioned for payment within 60 days of the issuance of the Physical Completion Report.

21.6 The final certificate letter will not be issued until all the labor and material required by the Contract has

been furnished and completed, all disputes and claims relating to the performance of the Contract considered and disposed of and all accounts for extra work and materials and allowances for omissions have been rendered and considered. The Contractor waives any claim or right to additional compensation which has not been submitted in writing via certified or registered mail to the Contracting Officer pursuant to Article 17A, within thirty days of the issuance of the Physical Completion Report.

21.7 The final certificate letter will constitute the acceptance of the Work by the State, except as to Work thereafter found to be defective. The date of such certificate shall be regarded as the date of acceptance of the Work.

21.8 No payment will be made to a foreign Contractor until it furnishes satisfactory proof that it has paid all taxes required of foreign Contractors under the provisions of the New York State Tax Law. A foreign Contractor as used in this paragraph shall mean a Contractor denominated "foreign" by the New York State Tax Law.

21.9 The contractor is advised that consistent with Subdivision 3-a, of Section 220 of the Labor Law, the filing of certified payroll records is a condition precedent to payment of any sums due and owing to any person performing work on this project. The failure to file pursuant to this section will result in a payment delay until such time as the filing occurs.

21.10 The Contractor acknowledges that it will not receive payment on any requests for payment unless the contractor complies with the State Comptroller's electronic payment deposit procedures. Payments requested by the contractor will only be facilitated via electronic deposit, except where the Commissioner has expressly authorized payment by paper check.

ARTICLE 22 - AUDITS AND RECORDS

22.1 The Group Director, the Comptroller or their representatives shall have the right to examine all books, records, documents, and other data of the Contractor, subcontractors, material-men or suppliers relating to the bidding, pricing or performance of this Contract or any change or modification thereto for the purpose of evaluating the accuracy, completeness, and currency of the cost or pricing data submitted. This right of examination shall extend to all documents necessary to permit adequate evaluation of the cost or pricing data submitted along with the computations and projections used therein.

22.2 The above materials shall be made available at the office of the Contractor, subcontractors, material-men or suppliers at all reasonable times for inspection,

audit or reproduction until the expiration of six years from the date of the final certificate for the Contract.

22.3 If this Contract is completely or partially terminated, the records relating to the Work terminated shall be made available for a period of six years from the date of any resulting final settlement.

22.4 Records which relate to the Disputes Clause of this Contract or litigation or the settlement of claims arising out of the performance of this Contract shall be made available until such appeals, litigation or claims have been disposed of.

22.5 The Contractor shall insert a clause containing all of the provisions of Paragraphs 22.1 to 22.4 of these General Conditions in all subcontracts or purchase orders issued hereunder.

22.6 The Contractor shall make available to the Contracting Officer, upon written request, all records required to be kept by this Contract or by Article 3-A of the Lien Law. The failure to provide said records upon the receipt of the written request shall bar any recovery for claimed extra or additional costs under this Contract.

ARTICLE 23 – LABOR LAW PROVISIONS

23.1 The contractor shall post, in a location designated by the State, a copy of the New York State Department of Labor schedules of prevailing wages and supplements for this Project, a copy of all re-determinations of such schedules for the Project, the Workers' Compensation Law Section 51 notice, all other notices required by law to be posted at the Site, the Department of Labor notice that this Project is a public work project on which each worker is entitled to receive the prevailing wages and supplements for the occupation at which he or she is working, and all other notices which the State directs the contractor to post. The contractor shall provide a surface for such notices which is satisfactory to the State. The contractor shall maintain such notices in a legible manner and shall replace any notice or schedule which is damaged, defaced, illegible or removed for any reason. The contractor shall post such notices before commencing any Work on the Site and shall maintain such notices until all Work on the Site is complete.

23.2 The contractor shall distribute to each worker for this Contract a notice, in a form provided by the State, that this Project is a public work project on which each worker is entitled to receive the prevailing wage and supplements for the occupation at which he or she is working. Worker includes employees of contractor and all Subcontractors and all employees of Suppliers entering the Site. Such notice shall be distributed to each worker before he or she starts performing any Work of this Contract. At the time of distribution, the contractor

shall have each worker sign a statement, in a form provided by the State, certifying that the worker has received the notice required by this section, which signed statement shall be maintained with the payroll records required by Paragraph 23.3 of these General Conditions.

23.3 The contractor shall maintain on the Site the original certified payroll or certified transcripts thereof which the contractor and all of its Subcontractors are required to maintain pursuant to New York Labor Law Section 220. The contractor shall maintain with the payrolls or transcripts thereof, the statements signed by each worker pursuant to Paragraph 23.2 of these General Conditions.

23.4 A contractor or subcontractor who is required under New York Labor Law Section 220 to maintain transcripts of payroll records must submit to the contracting agency a transcript of the original payroll record within thirty days of issuance of its first payroll and every thirty days, thereafter. The copy of the payroll record must be subscribed and affirmed as true under penalty of perjury. The copy must include the contract number and should be directed to the Director's Representative at the job site. The Directors Representative is hereby designated as the individual responsible for the receipt, collection and review for authenticity of payroll records filed for this contract, consistent with Article 23.4, General Conditions and subparagraph (iii) and (iv) Section 220 Labor Law.

23.5 In accordance with New York Labor Law §222-H, the contractor agrees where the total cost of all work to be performed under the contract is at least two hundred fifty thousand dollars; all laborers, workers, and mechanics employed in the performance of this contract on the public work site, either by the contractor, subcontractor or other person doing or contracting to do the whole or a part of the work contemplated by this contract, shall be certified prior to performing any work on the project as having successfully completed a course in construction safety and health approved by the United States department of labor's occupational safety and health administration that is at least ten hours in duration.

23.6 In accordance with New York Labor Law § 220 (3) (a), the Contractor and every sub-contractor agrees to notify all laborers, workers or mechanics in their employ in writing of the prevailing rate of wage for their particular job classification. Such notification shall be given to every laborer, worker or mechanic on their first pay stub and with every pay stub thereafter. At the beginning of performance of every public works contract, and with the first paycheck after July first of each year, the Contractor and every sub-contractor shall notify all laborers, workers, and mechanics in their employ in writing, in accordance with such form as is prescribed by the department, of the telephone number and address for the department. The notice shall also

inform each laborer, worker, or mechanic of his or her right to contact the department or some other representative if, at any time while working for the public works contractor or sub-contractor, he or she does not receive the proper prevailing rate of wages or supplements for his or her particular job classification that he or she is entitled to receive under the contract.

ARTICLE 24 - STATUTORY REQUIREMENTS FOR RESTRICTIONS ON CONTACTS DURING THE PROCUREMENT PROCESS AND DISCLOSURE OF CONTACTS AND RESPONSIBILITY OF OFFERERS MISCELLANEOUS PROVISIONS

24.1 New York State Finance Law §139-k requires that every procurement contract award subject to the provisions of State Finance Law §139-k or §139-j shall contain a certification by the offerer that all information provided to the procuring governmental agency with respect to State Finance Law §139-k is complete, true and accurate. The Contractor shall provide that certification in his contract or agreement.

24.2 New York State Finance Law

24.2.1 New York State Finance Law § 139-k(2) obligates a Governmental Entity to obtain specific information regarding prior non-responsibility determinations. This information must be collected in addition to the information that is separately obtained pursuant to State Finance Law § 163 (9). In accordance with State Finance Law § 139-k, an offerer must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by any Governmental Entity due to: (a) a violation of State Finance Law § 139-j or (b) the intentional provision of false or incomplete information to a Governmental Entity.

24.2.2 As part of its responsibility determination, State Finance Law § 139-k(3) mandates consideration of whether an offerer fails to timely disclose or complete information regarding the above non-responsibility determination. In accordance with law, no procurement contract shall be awarded to any offerer that fails to timely disclose accurate or complete information under this section, unless a finding is made that the award of the Procurement Contract to the Offerer is necessary to protect public property or public health safety, and that the Offerer is the only source capable of supplying the required Article of Procurement within the necessary timeframe. The required forms to be completed by the offerer must be submitted to the Governmental Entity conducting the government procurement. The Governmental Entity will have included the disclosure request in its solicitation of proposals or bid documents or specifications of contract documents, as applicable, for procurement contracts.

ARTICLE 25 – MISCELLANEOUS PROVISIONS

25.1 Appendix A, standard clauses for all N.Y. State contracts, is attached hereto and is made a part of this agreement as if set forth herein.

25.2 If, in carrying out this Work, a harmful dust hazard is created for which appliances or methods for the elimination of harmful dust have been approved by the Board of Standards and Appeals, then the Contractor shall install, maintain and effectively operate such appliances and methods during the life of this Contract; and in case of Contractor's failure to comply, as provided by Section 222-a of the Labor Law, the Contract shall be void.

25.3 RETAINED PERCENTAGES: The Contractor agrees that, if the Contract Documents for this Contract includes Performance and Payment Bonds, the State shall retain five percent of the amount of each progress payment in accordance with Section 139-f of the State Finance Law. The Contractor further agrees that, if the Contract Documents for this Contract do not include Performance and Payment Bonds, the State shall retain ten percent of the amount of each progress payment in accordance with Section 139-f of the State Finance Law.

25.4 DOMESTIC STEEL: The Contractor agrees, that if the value of this contract exceeds \$100,000 all structural steel, reinforcing steel and other major steel items to be incorporated in the Work of this Contract shall be produced and made in whole or substantial part in the United States, its territories or possessions.

25.5 COMMENCEMENT OF ACTIONS: The time, as prescribed by law, within which an action on the contract against the Contractor must be commenced shall be computed from the completion of physical work. The Contractor may notify the State in writing that the physical work of the contract has been completed by specifying a completion date, which date shall be no more than thirty days previous to the date of such notice. The completion date set forth in such notice shall be deemed the date of completion of the physical work unless the State, within thirty days of receipt of such notice, notifies the Contractor in writing of its disagreement. Any notice pursuant to this paragraph shall be sent by the Contractor by Certified Mail and addressed to:

Division of Contract Administration
Contracting Officer
35th Floor, Corning Tower
Albany, New York 12242

25.5.1 In the event that the Contractor fails to send the notice provided for herein or the State disagrees in the manner provided for herein, the date of completion of the physical work shall be determined in any other manner provided by law.

25.6 WORKER'S COMPENSATION LAW: In accordance with Worker's Compensation Law (WCL) §141-b (Suspension and Debarment), any person subject to a final assessment of civil fines or penalties or a stop-work order, or that has been convicted of a misdemeanor for a violation of WCL §§ 26 (Enforcement of Payment in Default), 52 (Effect of Failure to Secure Compensation) or 131 (Payroll Records), and any substantially-owned affiliated entity of such person, shall be ineligible to submit a bid on or be awarded any such public work contract or subcontract with the State, any municipal corporation or public body for a period of one (1) year from the final determination or conviction. Any person convicted of a felony under Article 8 (Administration) of the WCL, or a misdemeanor under WCL §§125 (Job Description Prohibited Based on Prior Receipt of Benefits) and 125-a (Civil Enforcement) shall be ineligible to submit a bid or be awarded any public work contract or subcontract with the State, any municipal corporation or public body for a period of five (5) years from such conviction.

25.7 ENVIRONMENTAL CONSERVATION LAWS: The Contractor certifies and warrants that all heavy duty vehicles, as defined in New York State

Environmental Law (ECL) section 19-0323, to be used under this Contract, will comply with the specifications and provisions of ECL section 19-0323 and any regulations promulgated pursuant thereto, which requires the use of BART and ULSD, unless specifically waived by NYSDEC. Qualification for a waiver under this law will be the responsibility of the Contractor.

25.8 REPORTING OF ILLEGAL ACTIVITY: During the term of the contract, the Contractor agrees to report any observed or suspected illegal activity of its employees, agents or other third parties, to the Contracting Officer at 518-474-0201, the Group Director, OGS Legal Services, the State Inspector General or other law enforcement agency. Failure to report criminal conduct associated with a contract awarded by the Office of General Services, will be considered a material breach of the contract and may provide grounds for disqualification of the subject Contractor or Subcontractor for award of future contracts. The Contractor will include the provisions of this section in every subcontract, in such a manner that the provisions will be binding upon each Subcontractor as to work performed in connection with the State contract.

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

**PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.**

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STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law, if this contract exceeds \$50,000 (or \$75,000 for State University of New York or City University of New York contracts for goods, services, construction and printing, and \$150,000 for State University Health Care Facilities) or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services, either for itself or its customer agencies by the Office of General Services Business Services Center, is required when such contracts exceed \$85,000. Comptroller's approval of contracts established as centralized contracts through the Office of General Services is required when such contracts exceed

\$125,000, and when a purchase order or other procurement transaction issued under such centralized contract exceeds \$200,000.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the

employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION.

In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION.

In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any

amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

(a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean

recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "(a), (b) and (c)" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in § 165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor

either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business and Technology Development
625 Broadway
Albany, New York 12245
Telephone: 518-292-5100

A directory of certified minority- and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue 33rd Floor
New York, NY 10017
646-846-7364
email: mwbebusinessdev@esd.ny.gov
<https://ny.newnycontracts.com/FrontEnd/searchcertifiedirectory.asp>

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)-(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority- and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 2023, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law §§ 899-aa and 899-bb and State Technology Law § 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a “procurement contract” as defined by State Finance Law §§ 139-j and 139-k, by signing this

agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the “Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012” (“Prohibited Entities List”) posted at: <https://ogs.ny.gov/iran-divestment-act-2012>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT. Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

1. If the Contractor performs the Contract, the Surety and the Contractor shall have no obligation under the Performance Bond.

2. The Surety's obligation under this Bond shall arise after:

2.1 The State has notified the Contractor and the Surety in writing that the State is considering declaring a Contractor in default, or

2.2 The State has declared a Contractor in default and formally terminated the Contractor's right to complete the Contract, and

2.3 The State has agreed to pay the Balance of the Contract Price to the Surety or to a Contractor selected to complete the Contract in accordance with the terms of the Contract with the State.

3. The Surety shall promptly and at its own expense, take the following actions:

3.1 Undertake to perform and complete the Contract, through its agent or retained contractor; according to the following schedule:

Day 1-10 Immediately begins its investigation
Advises OGS of its Representatives.

Day 10-25 Visits Site with OGS representatives to review the contract documents and completed work; and determines extent of acceptable Work.

Day 25-30 Submits proposed completion contractor, completion plan, and CPM as required, for approval by the Office of General Services.

Day 30-44 As completing contractor, the surety or its representative, presents its list of subcontractors to OGS for approval. Additionally an Insurance Certificate naming the Surety and completion Contractor as named insured must be submitted to the Contracting Officer prior to the beginning any completion of the Work. The completion plan and schedule is returned to Surety.

Day 45 Surety begins the Completion of the Work.

4. If the Surety does not proceed with reasonable promptness, the Surety shall be deemed to be in default on the Bond, and the State shall be entitled to enforce any remedy available pursuant to the terms of the contract.

5. After the State has terminated the Contractor's right to complete the Contract, and if the Surety elects to act then the responsibilities of the Surety to the State shall not be greater than those of the Contractor under the Contract, and the responsibilities of the State to the Surety shall not be greater than those provided under the Contract. To the limit of the amount of this Bond, the Surety is obligated to correct defective work and complete the work of the Contract in a timely manner.

6. The penal sum of the Performance Bond furnished by the contractor to the State, approved and filed with the Office of the State Comptroller, in no way shall be impaired or affected by any other bond that may relate to the contract in question.

END OF DOCUMENT

SECTION 032100

STEEL CONCRETE REINFORCEMENT

PART 1 GENERAL

1.01 RELATED WORK SPECIFIED ELSEWHERE

- A. Concrete Formwork: Section 031100.
- B. Cast-In-Place Concrete: Section 033000.

1.02 REFERENCES

- A. Except as shown or specified otherwise, the Work of this Section shall conform to the applicable requirements of the following:
 - 1. Specifications for Structural Concrete, ACI 301-16 of the American Concrete Institute (ACI).
 - 2. Manual of Standard Practice, MSP-1-01 of the Concrete Reinforcing Steel Institute (CRSI).

1.03 SUBMITTALS

- A. Shop Drawings: Placing drawings for bar reinforcement.
- B. Quality Control Submittals:
 - 1. Certificates: Affidavit required under Quality Assurance Article.
- C. Submit an Environmental Product Declaration (EPD) from the manufacturer for steel within this specification section, if available. A statement of the contractor's good faith effort to obtain the EPD shall be provided if not available.
 - 1. Manufacturer-provided EPDs must be Product Specific Type III (Third-Party Reviewed), in adherence with ISO 14025 *Environmental labels and declarations*, ISO 14044 *Environmental management – Life cycle assessment*, and ISO 21930 *Core rules for environmental product declarations of construction products and services*.

1.04 QUALITY ASSURANCE

- A. Certifications: Affidavit by the bar reinforcement manufacturer certifying that bar material meets the contract requirements.
 - 1. Submit evidence of steel material compliance with this Specification. Evidence shall consist of certification of source of material, copies of purchase orders and manufacturer's certifications. For stock material, submit copies of latest mill or purchase orders for material replacement.
 - a. Documentation to confirm compliance with General Conditions Article 25.4 Domestic Steel.

- B. The Contractor agrees, that if the value of this contract exceeds \$100,000 all structural steel, reinforcing steel and other major steel items to be incorporated in the Work of this Contract shall be produced and made in whole or substantial part in the United States, its territories or possessions.

1.05 DELIVERY, STORAGE, AND HANDLING

A. Epoxy-Coated Bar Reinforcement: Deliver, store and handle reinforcement in accordance with fabricator's recommendations and as specified.

- 1. Use padded or nylon bundling bands.
- 2. Lift and hoist bundles of bars with nylon or padded wire rope slings at the third points or use spreader bars.
- 3. Store bars on wood or padded cribbing.
- 4. Do not drop bars, and do not drag bars over the ground or over other bars.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Bar Reinforcement: ASTM A 615, Grade 60, deformed steel bars.
 - 1. Epoxy-Coated Bar Reinforcement: ASTM A 775.
 - a. Epoxy Coating Patching Material: ASTM A 775.
- B. Welded Wire Reinforcement: ASTM A 185, welded wire fabric, fabricated into flat sheets unless otherwise indicated.
- C. Bar Supports; Either of the Following Types:
 - 1. Galvanized steel or AISI Type 430 stainless steel, and without plastic tips.
 - 2. Insoluble plastic, with minimum 1,500 psi tensile strength and capable of retaining fabricated shape at temperatures between 5 degrees F and 170 degrees F.
- D. Welded Wire Reinforcement Supports:
 - 1. Shall comply with CRSI RB4.1
- E. Tie Wire: Black annealed wire, 16-1/2 gage or heavier.

PART 3 EXECUTION

3.01 PLACING

- A. ACI 301, Section 3.3 Execution:
 - 1. Replace the first sentence in paragraph 3.3.2.1 Tolerances- with the following:

- Place, support, and fasten reinforcement as shown on the project drawing or approved shop submittal.
2. Add the following paragraphs:
- 3.3.2.3.f Bar Reinforcement: In rectangular panels of two-way construction, place the steel in the short direction first with the longer bars on top in the opposite direction.
- 3.3.2.5.c Welded Wire Reinforcement: Offset end laps in adjacent sheets to prevent continuous joints at ends of sheets.
In concrete slabs supported by steel joists, place welded wire reinforcement approximately 3/4 inch below top surface of the concrete.
- 3.3.2.11 Fireproofing Reinforcement: Unless otherwise indicated, install reinforcement for concrete fireproofing as follows:
- 3.3.2.11.a Reinforce concrete flange encasement of steel beams, girders, and columns with reed clips when the flanges are more than 3 inches in width and the thickness of concrete encasement on such flanges is less than 3 inches.
- 3.3.2.11.b Where the bottom of the concrete encasement on lower flange of steel beams and girders is 12 inches or more below the soffit of adjacent concrete slab, and where no slab occurs, wrap the beams and girders with steel wire at intervals of 12 inches, in addition to the reed clips.

END OF SECTION

SECTION 033000

CAST-IN-PLACE CONCRETE

PART 1 GENERAL

1.01 RELATED WORK SPECIFIED ELSEWHERE

- A. Concrete Walks: Section 321300
- B. Steel Concrete Reinforcement: Section 032100

1.02 REFERENCES

- A. Except as shown or specified otherwise, the Work of this Section shall conform to the requirements of Specifications for Structural Concrete for Buildings ACI 301-16 of the American Concrete Institute (ACI)

1.03 DEFINITIONS (Amendments to ACI 301, Section 1.2)

- A. Exposed Construction: Exposed to view.

1.04 SUBMITTALS

- A. Submittals Package: Submit product data for design mix(es) and materials for concrete specified below at the same time as a package.
- B. Product Data:
 - 1. Concrete design mix(es) with name and location of batching plant.
 - 2. Portland Cement: Brand and manufacturer's name.
 - 3. Fly Ash: Name and location of source, and DOT test numbers.
 - 4. Air-entraining Admixture: Brand and manufacturer's name.
 - 5. Water-reducing Admixture:
 - 6. Aggregates: Name and location of source, and DOT test numbers.
 - 7. Lightweight Coarse Aggregate: Brand and manufacturer's name, and application instructions.
 - 8. Chemical Curing and Anti-Spalling Compound: Brand and manufacturer's name, and application instructions.
 - 9. Bonding Agent (Adhesive): Brand and manufacturer's name, and application instructions.
 - 10. Expansion Joint Fillers: Brand and manufacturer's name.
- C. Quality Control Submittals:
 - 1. Certificates: Affidavit required under Quality Assurance Article.
- D. Submit an Environmental Product Declaration (EPD) from the manufacturer for concrete within this specification section, if available. A statement of the contractor's good faith effort to obtain the EPD shall be provided if not available.

1. Manufacturer-provided EPDs must be Product Specific Type III (Third-Party Reviewed), in adherence with ISO 14025 *Environmental labels and declarations*, ISO 14044 *Environmental management – Life cycle assessment*, and ISO 21930 *Core rules for environmental product declarations of construction products and services*.

1.05 QUALITY ASSURANCE

- A. Concrete batching plants shall be currently approved as concrete suppliers by the New York State Department of Transportation.
- B. Fly ash supplier shall be currently approved as a fly ash supplier by the New York State Department of Transportation's.
- C. Certifications: Affidavit by the bar reinforcement manufacturer certifying that bar material meets the contract requirements.
 1. Submit evidence consisting of certification of source of material, copies of purchase orders and manufacturer's certifications. For stock material, submit copies of latest mill or purchase orders for material replacement.
 - A. Documentation to confirm compliance with General Conditions Article 25.4 Domestic Steel.
 2. Fabricator's and Erector's Qualification Data: Name and experience of fabricators and erector.
- D. The Contractor agrees, that if the value of this contract exceeds \$100,000 all structural steel, reinforcing steel and other major steel items to be incorporated in the Work of this Contract shall be produced and made in whole or substantial part in the United States, its territories or possessions.
- E. Source Quality Control: The Director's Representative reserves the right to inspect and approve the following items, at his own discretion, either with his own forces or with a designated inspection agency:
 1. Batching and mixing facilities and equipment.
 2. Sources of materials.

1.06 STORAGE

- A. Store materials so as to insure the preservation of their quality and fitness for the Work. Materials, even though accepted prior to storage, are subject to inspection and shall meet the requirements of the Contract before their use in the Work.

PART 2 PRODUCTS

2.01 **MATERIALS** (Amendments to ACI 301, Section 4, for Normal Weight Concrete and Section 7, for Lightweight Concrete):

- A. Water-reducing Admixture: ASTM C 494, Type A, and on the New York State Department of Transportation's current "Approved List".
- B. Fly Ash (Pozzolans): ASTM C 618, including Table 1A (except for footnote A), Class F except that loss on ignition shall not exceed 4.0 percent.
- C. Chemical Curing and Anti-Spalling Compound: ASTM C-309, Type 1D, Class B, with a minimum 18 percent total solids content. No thinning of material allowed.
 - 1. SureCure Emulsion, Kaufman Products, Inc. 3811 Curtis Avenue, Baltimore, MD 21226, (800) 637-6372.
 - 2. Cure & Seal 25 percent (J-22UV) by Dayton Superior Corp., 1125 Byers Rd., Miamisburg, OH 45342, (800) 745-3700.
 - 3. MasterKure CC 200 WB by Master Builders/ BASF Building Systems, 23700 Chagrin Blvd., Cleveland, OH 44122, (800) 628-9990.
- D. Chemical Hardener (Dustproofing): Colorless aqueous solution of magnesium-zinc fluosilicate. Approved products include.
 - 1. MasterKure HD 300WB by Master Builders/ BASF Building Systems, 23700 Chagrin Blvd., Cleveland, OH 44122, (800) 628-9990.
 - 2. Surfhard by The Euclid Chemical Co., 19218 Redwood Rd., Cleveland, OH 44110, (216) 531-9222.
 - 3. Liqui-Hard by W.R. Meadows, Inc., PO Box 543, Elgin, IL 60121, (847) 683-4500.
 - 4. FluoHard by L & M Construction Chemicals, Inc., 14851 Calhoun Rd., Omaha, NE 68152, (402) 453-6600.
 - 5. Armortop by Anti Hydro International, Inc., 265 Badger Ave., Newark, NJ 07108, (800) 777-1773.
 - 6. Diamond by Kaufman Products, Inc., 3811 Curtis Avenue, Baltimore, MD 21226, (800) 637-6372.
- E. Type 1 Expansion Joint Filler: Preformed, resilient, non-extruding cork units; ASTM D 1752, Type II.
- F. Chamfer Strips: Wood, metal, PVC or rubber; one inch chamfer.
- G. Epoxy Bonding Agent (Adhesive): 100 percent solids epoxy-resin-base bonding compound, complying with ASTM C 881, Types I, II, IV and V, Grade 2

(horizontal areas) or Grade 3 (overhead/vertical areas), and Class B (40-60 degrees Fahrenheit) or Class C (60 degree Fahrenheit and above).

1. SurePoxxy HM Series by Kaufman Products, Inc., 3811 Curtis Avenue, Baltimore, MD 21226, (800) 637-6372.
2. Sikadur Hi-Mod 32 by Sika Corporation, 201 Polito Avenue, Lyndhurst, NJ 07071, (800) 933-7452.
3. MasterEmaco ADH 327 RS by Master Builders/ BASF Building Systems, 23700 Chagrin Blvd., Cleveland, OH 44122, (800) 628-9990

2.02 PROPORTIONING (Amendments to ACI 301, Sections 4 & 7):

- A. Compressive Strength: As required by ACI 318-14 Table 19.3.2.1. “requirements for concrete by exposure class”.
 - B. Weight: Normal.
 - C. Durability: Concrete shall be air-entrained. Design air content shall be according to ACI 318-14 Table 19.3.2.1 “Requirements for concrete by exposure class”, and ACI 318-14 Table 19.3.3.1 “Total air content for concrete exposed to cycles of freezing and thawing”, with an allowable tolerance of plus or minus 1.5 percent for total air content. Entrained air shall be provided by use of an approved air-entraining admixture. Air-entrained cement shall not be used.
 - D. Slump: Maximum 4 inches; minimum 1 inch before the addition of any water-reducing admixtures or high-range water-reducing admixtures (superplasticizers) at the Site.
 - E. Admixtures: Do not use admixtures in concrete unless specified or approved in writing by the Director.
 - F. Selection of Proportions: Concrete proportions shall be established on the basis of previous field experience or laboratory trial batches, unless otherwise approved in writing by the Director.
1. Optional Material: Fly ash may be substituted for (Portland) cement in normal weight concrete up to a maximum of 15 percent by weight of the required minimum (Portland) cement. If fly ash is incorporated in a concrete design mix, make necessary adjustments to the design mix to compensate for the use of fly ash as a partial replacement for (Portland) cement.
 - a. Adjustments shall include the required increase in air-entraining admixture to provide the specified air content.
 - b. Lower early strength of the concrete s

2.03 REINFORCEMENT (Amendments to ACI 301, Section 3):

- A. Bar Reinforcement: ASTM A 615, Grade 60, deformed steel bars.
- B. Fabric Reinforcement: ASTM A 185, welded wire fabric, fabricated into flat sheets unless otherwise indicated.

- C. Bar Supports: Galvanized steel or AISI Type 430 stainless steel, and without plastic tips.
- D. Tie Wire: Black annealed wire, 16-1/2 gage or heavier

2.04 JOINTS AND EMBEDDED ITEMS (Amendments to ACI 301, Section 5.3.2.6):

- A. Obtain bond at construction joints by the use of bonding agent (adhesive) in accordance w/ section 5.2.1.7 or the use of cement grout.

2.05 PRODUCTION OF CONCRETE (Amendments to ACI 301, Section 5):

Provide ready-mixed concrete, either central-mixed or truck-mixed.

PART 3 EXECUTION

3.01 EXAMINATION AND PREPARATION

- A. Do not use items of aluminum for mixing, chuting, conveying, forming or finishing concrete, except magnesium alloy tools may be used for finishing.
- B. Hardened concrete, reinforcement, forms, and earth which will be in contact with fresh concrete shall be free from frost at the time of concrete placement.
- C. Do not deposit concrete in water. Keep excavations free of water by pumping or by other approved methods.
- D. Prior to placement of concrete, remove all hardened concrete spillage and foreign materials from the space to be occupied by the concrete.

3.02 FORMWORK (Amendments to ACI 301, Section 2):

- A. The formwork shall be designed for loads, lateral pressure, and allowable stresses outlined in Chapter 4 - Design of "Guide to Formwork for Concrete" (ACI 347-14).
- B. All formwork shall be removed after the concrete has sufficiently hardened, except in inaccessible spaces where approved.
- C. After the ends or end fasteners of form ties have been removed, the embedded portion of the ties shall terminate not less than 3/4 inch from the formed surfaces of concrete.

3.03 PLACING REINFORCEMENT (Amendments to ACI 301, Section 3):

- A. At the time concrete is placed, reinforcement shall be free of mud, oil, loose rust, loose mill scale, and other materials or coatings that may adversely affect or reduce the bond.

3.04 PLACING CONCRETE (Amendments to ACI 301, Section 5)

- A. Operation of truck mixers and agitators and discharge limitations shall conform to the requirements of ASTM C 94.
- B. Do not allow concrete to free fall more than 4 feet.

3.05 FINISHING FORMED SURFACES

- A. Finish Schedule: Except where indicated otherwise on the Drawings, provide the finishes below:
 - 1. Rough Form Finish for concrete surfaces not exposed to view.
 - 2. Smooth Form Finish for concrete surfaces exposed to view.
 - 3. Smooth Rubbed Finish for exterior concrete surfaces exposed to view.

3.06 CURING AND PROTECTION (Amendments to ACI 301, Section 5.3.6):

- A. Maintain concrete surfaces in a moist condition for at least 7 days after placing, except where otherwise indicated. Do not use curing compound.

3.07 FIELD QUALITY CONTROL (Amendments to ACI 301, Section 1):

- A. Make available to the Director's Representatives whatever test samples are required to make tests. Furnish shipping boxes for compression test cylinders.

END OF SECTION

SECTION 055000

METAL FABRICATIONS

PART 1 GENERAL

1.01 REFERENCES

- A. Except as shown or specified otherwise, the Work of this Section shall meet the requirements of the following:
 - 1. Design, Fabrication, and Erection: “Specification for Structural Steel Buildings, Allowable Stress Design and Plastic Design” adopted by the American Institute of Steel Construction, June 1, 1989 (AISC Specification).
 - a. Design and Fabrication of Cold-Formed Shapes: “Specification for the Design of Cold-Formed Steel Structural Members”, by the American Iron and Steel Institute (AISI Specification).
 - 2. Welding: “Structural Welding Code - Steel, AWS D1.1”, or “Structural Welding Code - Sheet Steel, AWS D1.3”, by the American Welding Society (AWS Codes).
- B. Organizations:
 - 1. AISC: American Institute of Steel Construction, One East Wacker Dr., Suite 700, Chicago, IL 60601-1802, 866-275-2472, www.aisc.org.
 - 2. AISI: American Iron and Steel Institute, 1140 Connecticut Ave., NW, Suite 705, Washington, D.C. 20036, (202) 452-7100, www.steel.org.
 - 3. AWS: American Welding Society, 550 N.W. LeJeune Rd., Miami, FL 33126, (800) 443-9353, www.aws.org.
 - 4. ANSI: American National Standards Institute, 1819 L Street, NW, 6th Floor, Washington, DC 20036, (202) 293-8020, www.ansi.org.
 - 5. ASME: ASME International, 3 Park Ave., New York, NY 10016-5990, (800) 843-2763, www.asme.org.
 - 6. ASTM: ASTM International, 100 Barr Harbor Dr., PO Box C700, West Conshohocken, PA, 19428-2959, (610) 832-9500, www.astm.org.
 - 7. MPI: The Master Painters Institute Inc., 2808 Ingleton Ave., Burnaby, BC, V5C 6G7, (888) 674-8937, www.specifypaint.com.
 - 8. SSPC: The Society for Protective Coatings, 40 24th Street, 6th Floor, Pittsburgh PA 15222-4656, (877) 281-7772, www.sspc.org.

1.02 SUBMITTALS

- A. Shop Drawings: Show application to project.
 - 1. Locate Anchor bolts required for installation in other Work; furnish setting drawings and templates for required anchors.
 - 2. Indicate shop and field welds by standard AWS welding symbols in accordance with AWS A2.4.

- B. Product Data: Catalog sheets, specifications, and installation instructions for each fabricated item specified, except submit data for fasteners only when indicated.
- C. Quality Control Submittals:
 - 1. Certificates: Copy of certificates required under Quality Assurance Article.
- D. Submit an Environmental Product Declaration (EPD) from the manufacturer for steel within this specification section, if available. A statement of the contractor's good faith effort to obtain the EPD shall be provided if not available.
 - 1. Manufacturer-provided EPDs must be Product Specific Type III (Third-Party Reviewed), in adherence with ISO 14025 *Environmental labels and declarations*, ISO 14044 *Environmental management – Life cycle assessment*, and ISO 21930 *Core rules for environmental product declarations of construction products and services*.

1.03 QUALITY ASSURANCE

- A. Galvanizing: Stamp galvanized items with galvanizer's name, weight of coating, and applicable ASTM number.

1.04 DELIVERY AND STORAGE

- A. Coordinate delivery of items to be built into other construction to avoid delay.
- B. Promptly cover and protect steel items delivered to the Site.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Steel Hollow Structural Sections (Round, Square, or Rectangular): ASTM A500 Grade B; or ASTM A500 Grade C.
- B. Cold-Drawn Steel Tubing: ASTM A 512, butt welded, cold-finished carbon steel tubing, sink drawn and stress relieved.
- C. Steel Pipe: ASTM A 53, type as selected, Grade A; black finish unless galvanizing is required; standard weight (Schedule 40), unless otherwise shown or specified.
- D. Shop Paint (General): Universal shop primer; fast-curing, lead- and chromate-free, universal modified-alkyd primer complying with MPI#79 and compatible with topcoat.
 - 1. Use primer containing pigments that make it easily distinguishable from zinc-rich primer.

- E. Shop Paint for Galvanized Steel: Epoxy zinc-rich primer; complying with MPI#20 and compatible with topcoat.
- F. Galvanizing Repair Paint: High-zinc-dust-content paint complying with SSPC-Paint 20 and compatible with paints specified to be used over it.

2.02 FABRICATION

- A. Use materials of size and thickness indicated on Drawings. If not indicated, use material of required size and thickness to produce adequate strength and durability for the intended use of the finished product. Furnish suitable, compatible anchors and fasteners to support assembly.
- B. Fabricate items to be exposed to view of material entirely free of surface blemish, including pitting, seam marks, roller marks, rolled trade names, and roughness. Remove surface blemishes by grinding or by welding and grinding prior to cleaning, treating, and finishing.
- C. Form metal true to line, with accurate angles, surfaces, and straight edges. Ease exposed edges to a radius of approximately 1/32 inch unless otherwise shown. Form bent-metal corners to the smallest radius possible without causing grain separation or otherwise impairing the metal.
- D. Weld corners and seams continuously. Grind exposed welds smooth and flush, to match and blend with adjoining surfaces.
- E. Form exposed connections with flush, smooth, hairline joints. Use concealed fasteners wherever possible. Use Phillips flathead (countersunk) screws or bolts for exposed fasteners, unless otherwise shown or specified.
- F. Prepare fabricated items for anchorage of the type indicated, coordinated with the supporting structure. Fabricate and space anchoring devices as indicated or, if not indicated, as required to produce adequate support for the intended use of the item.
- G. Punch, reinforce, drill, and tap metal Work as required to receive hardware and other appurtenant items.
- H. Galvanizing:
 - 1. Unless otherwise specified or noted, items indicated to be galvanized shall receive a zinc coating by the hot-dip process, after fabrication, complying with the following:
 - a. ASTM A 123 for plain and fabricated material, and assembled products.
 - b. ASTM A 153 for iron and steel hardware.
- I. Shop Painting:
 - 1. Cleaning Steel: Thoroughly clean all steel surfaces. Remove oil, grease, and similar contaminants in accordance with SSPC SP-1 "Solvent

Cleaning”. Remove loose mill scale, loose rust, weld slag and spatter, and other detrimental material in accordance with SSPC SP-2 “Hand Tool Cleaning”, SSPC SP-3 “Power Tool Cleaning”, or SSPC SP-7 “Brush-Off Blast Cleaning”.

2. Galvanized Items:
 - a. Galvanized items which are to be finish painted shall be rinsed in hot alkali or in an acid solution and then in clear water.
 - b. Welded and abraded areas of galvanized surfaces shall be wire brushed and repaired with a coating of cold galvanizing compound.
3. Apply one coat of shop paint to all steel surfaces except as follows:
 - a. Do not shop paint steel surfaces to be field welded and steel to be encased in cast-in-place concrete.
 - b. Apply 2 coats of shop paint, before assembly, to steel surfaces inaccessible after assembly or erection, except surfaces in contact.
 - c. Do not paint galvanized items which are not to be finished painted.
4. Apply paint and compound on dry surfaces in accordance with the manufacturer’s printed instructions, and to the following minimum thickness per coat:
 - a. Shop Paint (General): 4.0 mils wet film.
 - b. Shop Paint for Galvanized Steel: 3.0 mils wet film.
 - c. Cold Galvanizing Compound: 2.0 mils dry film.

PART 3 EXECUTION

3.01 PREPARATION

- A. Temporarily brace and secure items which are to be built into concrete, masonry, or similar construction.

3.02 INSTALLATION

- A. Fit and set fabricated metal Work accurately in location, alignment, and elevation. Securely fasten in place.

END OF SECTION

SECTION 321216

ASPHALT PAVING

1. GENERAL

1.01 REFERENCES

- A. New York State Department of Transportation (DOT) Specification section 400, dated January, 1, 2023.
- B. AASHTO: M-288-17 Section A6, Paving Fabric.

1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. Earthwork: Section 310000.
- B. Cast-in-Place Concrete: Section 033000
- C. Playground Protective Surfacing: Section 321816

1.03 SUBMITTALS

- A. Product Data:
 - 1. Asphaltic Pavement: Include mix design from NYSDOT approved Batch Plant, Mix Design Test results that are less than 6 months old
- B. Batch plant name, NYSDOT Plant Number, and location of asphalt plant.
- C. Pavement Quality Control Submittals: Material Delivery Tickets
 - 1. At the time of delivery, a copy of the delivery ticket must be presented to the Director's Representative with the following minimum information:
 - a. Ticket Number.
 - b. Plant Identification.
 - c. Project Name.
 - d. Mix Type.
 - e. Quantity of material in vehicle.
 - f. Date and Time.
- D. Submit an Environmental Product Declaration (EPD) from the manufacturer for asphalt this specification section, if available. A statement of the contractor's good faith effort to obtain the EPD shall be provided if not available.
 - 1. Manufacturer-provided EPDs must be Product Specific Type III (Third-Party Reviewed), in adherence with ISO 14025 *Environmental labels and declarations*, ISO 14044 *Environmental management – Life cycle assessment*, and ISO 21930 *Core rules for environmental product declarations of construction products and services*.

1.04 PROJECT CONDITIONS

- A. Environmental Requirements:
 - 1. Discontinue paving when surface temperatures fall below requirements listed in DOT Table 402-1 unless otherwise specified in the General Conditions of this Contract or as directed by the Director's Representative.
 - 2. Do not place asphalt concrete on wet surfaces, or when weather conditions otherwise prevent the proper handling or finishing of bituminous mixtures as determined by the Director's Representative.
 - 3. Pavement is restricted by dates listed in the General Conditions or by temperatures.

2.PRODUCTS

2.01 MATERIALS

- A. All aggregate used in design mixes shall be as specified in DOT Specification Section 401-2.02 B.; Coarse Aggregate Type F2 Conditions.
- B. Asphalt: Use aggregate and PG binder from suppliers listed in the NYS DOT's Approved List for Fine and Coarse Aggregates and Performance Graded (PG) Binders for Warm Mix Asphalt (WMA) Technology for paving respectively. Use of mineral filler or any other materials for the production of asphalt will be accepted in accordance with the State's written instructions.
- C. Supply approved asphalt mixtures that meet the requirements of NYS DOT MM 5.16 *Superpave Hot Mix Asphalt Mixture Design and Mixture Verification Procedures*. Each mixture must be obtained from a single plant for the duration of the project. The following NYS DOT items only shall be utilized for this project:
 - 1. Pay Item No. 402-378904, 37.5 F9 Base Course Asphalt, 80 series.
 - 2. Pay Item No. 402.018904, Trueing & Leveling Course: DOT Table 401-1 *Composition of Asphalt Mixtures*, Type 5 (Shim).
- D. Reclaimed Asphalt Pavement (RAP) will not be accepted.
- E. Asphalt Cement Tack Coat.

3.PART 3 EXECUTION

3.01 PRE-CONSTRUCTION MEETING

- A. The Director's Representative will conduct a Pre-Paving meeting prior to any Hot Mix Asphalt (HMA) placement. The attendance at this meeting will include Contractor's Paving Superintendent, Chief Inspector or Paving Inspector(s), HMA plant representative, density gauge operator, depending on the compaction method used, and work zone traffic control (WZTC) competent person (if applicable). The contractor's Paving Superintendent must be prepared to discuss the operation necessary to complete the work successfully. Participants will review all aspects of the project requirements including, but not limited to, the following:
 - 1. HMA delivery temperature.
 - 2. Equipment and setup.

3. Mix codes to ensure the correct mix is delivered.
4. Frequency of testing.
5. Density Gauge operator certification.
6. Proper construction practice to provide quality product.
7. Work zone traffic control activities necessary.

3.02 ASPHALT PAVING PLACEMENT & COMPACTION

- A. Prepare existing surfaces in accordance with DOT Section 404-3.05, *Conditioning of Existing Surface*.
- B. Apply Tack Coat in accordance with DOT Section 407-3.02, *Application of Tack Coat*, specifically Table 407-1 – Tack Coat Application Rates. The rates listed are recommended application rates for tack coat on various surfaces and may be modified by the Director's Representative.
- C. Spread and Finish asphalt in accordance with DOT Section 404-3.06, *Spreading and Finishing*.
- D. Provide compaction of asphalt in accordance with DOT Section 404-3.07, *Compaction*.
 1. Paragraph D. 80 Series Compaction Methods, specifically meeting the minimum requirements as shown in Table 404-3 Number of Passes. The Director's Representative may increase or decrease the number of passes to obtain adequate density of the compacted HMA.
 2. The Director's Representative may also approve alternate compaction procedures where the specified procedures are not applicable.
 3. Testing to be performed at the direction of and in locations chosen by the Director's Representative. Target compaction is 95% (92% - 97% range is acceptable).
- E. Asphalt joints shall be in accordance with DOT Section 404-3.09, *Joints*.
- F. Construct each pavement course to a 1/4" surface tolerance. The Director's Representative may test the surface with a 16-foot straight edge or string line placed parallel to the centerline of the pavement and with a 10-foot straight edge or string line placed transversely to the centerline of the pavement on any portion of the pavement. Variations exceeding 1/4 inch will be appropriately corrected or the pavement be removed and replaced at no additional cost to the State.
- G. The allowable thickness tolerance of all asphalt mixtures shall be:
 1. 1/4 inch or less when the total nominal thickness indicated on the plans is 4 inches or less.
 2. 1/2 inch or less when the total nominal thickness is over 4 inches but not more than 8 inches.
 3. When the asphalt mixture is placed on newly constructed subbase material, an additional tolerance of 1/4 inch will be allowed both in the nominal thickness of the course placed directly on the subbase and the total pavement thickness.

- H. Remove and restore paved areas that are defective or contaminated as delineated by the Director's Representative at no additional cost to the State.
- I. Do not clean tools and equipment used for asphalt placement on the pavement surface, or near streams, ponds, drainage structures or other areas that are tributaries to waterways. Use an area approved by the Director's Representative for cleaning all paving equipment and tools.

END OF SECTION

SECTION 321300

CONCRETE WALKS

PART 1 GENERAL

1.01 RELATED WORK SPECIFIED ELSEWHERE

- A. Earthwork: Section 310000.
- B. Concrete Paving Joint Sealants: Section 321373.

1.02 REFERENCES

- A. Comply with American Concrete Institute Specifications for Structural Concrete, ACI 301-16, for the Work of this Section unless otherwise indicated on the drawings or specified.

1.03 SUBMITTALS

- A. Product Data:
 - 1. Concrete Design Mix: Submit proposed concrete design mix together with name and location of batching plant at least 28 days prior to the start of concrete work.
 - 2. Portland Cement: Brand and Manufacturer's name.
 - 3. Air-entraining Admixture: Brand and manufacturer's name.
 - 4. Water-reducing or High Range Water-reducing Admixture: Brand and manufacturer's name.
 - 5. Curing and Anti-Spalling Compound: Manufacturer's specifications and application instructions.
- B. Samples:
 - 1. Colored concrete, 4"x6"x3/4" minimum.
- C. Submit an Environmental Product Declaration (EPD) from the manufacturer for concrete this specification section, if available. A statement of the contractor's good faith effort to obtain the EPD shall be provided if not available.
 - 1. Manufacturer-provided EPDs must be Product Specific Type III (Third-Party Reviewed), in adherence with ISO 14025 *Environmental labels and declarations*, ISO 14044 *Environmental management – Life cycle assessment*, and ISO 21930 *Core rules for environmental product declarations of construction products and services*.

1.04 QUALITY ASSURANCE

- A. Concrete batching plants shall be currently approved as concrete suppliers by the New York State Department of Transportation.

1.05 DELIVERY

- A. Batch Ticket Information: Indicate on the delivery ticket the type, brand, and amount of fibrous concrete reinforcement material added to each batch of concrete.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Cast-In-Place Concrete: Normal weight, air entrained concrete with a minimum compressive strength and design air content percentage as required by ACI 318-14 Table 19.3.2.1. "Requirements for concrete by exposure class". 5000 psi
1. Design Air Content: ASTM C 260, and on the New York State Department of Transportation's current "Approved List";
 2. Cement: ASTM C 150 Type I or II Portland cement. Maximum water/cement ratio = 0.45.
 3. Water: Potable.
 4. Slump: Maximum 4 inches; minimum 2 inches before the addition of any water-reducing admixtures or high-range water-reducing admixtures (superplasticizers) at the site. Except when a water-reducing admixture is used, maximum slump shall be 6 inches and when a high range water reducing admixture is used maximum slump shall be 8 inches.
 5. Water-reducing Admixture: ASTM C 494 / C 494M-04 Type A and on the New York State Department of Transportation's current "Approved List".
 6. High Range Water-reducing Admixture: ASTM C 494 / C 494M-04 Type F and on the New York State Department of Transportation's current "Approved List".
 7. Retarding Admixture: ASTM C 494, Type D, Water-reducing and retarding, for use in hot weather concreting, and on the New York State Department of Transportation's current "Approved List".
- B. Chemical Curing and Anti-Spalling Compound: ASTM C-309, Type 1D, Class B, with minimum 18 percent total solids content. No thinning of material allowed. The volatile organic compound (VOC) content of concrete curing compounds shall meet requirements of the EPA national AIM VOC regulations.
1. SureCure Emulsion, Kaufman Products, Inc. 3811 Curtis Avenue, Baltimore, MD 21226, (800) 637-6372.
 2. Cure & Seal by Symons Corp., 200 East Touhy Ave., PO Box 5018, Des Plaines, IL 60017-5018, (847) 298-3200.
 3. Kure-N-Seal by Sonneborn/ BASF Building Systems, 889 Valley Park Dr., Shakopee, MN 55379, (800) 433-9517.
 4. Day-Chem Cure & Seal UV 26 percent (J-22 UV) by Dayton Superior Corp., 721 Richard St., Miamisburg, OH 45342, (800) 745-3700.
 5. Acrylseal HS by Master Builders/ BASF Building Systems, 23700 Chagrin Blvd., Cleveland, OH 44122, (800) 628-9990.
- C. Bar Reinforcement: ASTM A 615, Grade 60, deformed steel bars.
- D. Bar Supports: Galvanized steel or AISI Type 430 stainless steel, and without plastic tips.

- E. Tie Wire: Black annealed wire, 16-1/2 gage or heavier.
- F. Type 1 Expansion Joint Filler: Preformed, resilient, nonextruding cork units complying with ASTM D 1752, Type II.
- G. Concrete Colors:
 - 1. Concrete Pavement – Type 1: Match color of removed concrete in same area. Reference color: Bomanite French Gray.
 - 2. Concrete Pavement – Type 2: Match color of removed concrete in same area. Reference color: Bomanite Forest Brown.

2.02 JOINTS AND EMBEDDED ITEMS (Amendments to ACI 301, Section 5.3.2.6):

- A. Obtain bond at construction joints by the use of bonding agent (adhesive) in accordance w/section 5.2.1.7 or the use of cement grout.

PART 3 EXECUTION

3.01 PREPARATION

- A. Do not use items of aluminum for mixing, chuting, conveying, forming, or finishing concrete. However, magnesium alloy tools may be used for finishing.
- B. Set forms true to line and grade and anchor rigidly in position.
- C. Space expansion joints equally at not more than 50'-0" on center unless otherwise indicated. Place expansion joints to isolate sidewalk from other structures and fixed objects.
- D. Place joint filler at expansion joints and where new concrete abuts existing concrete paving and fixed structures or appurtenances. Protect the top edge of the joint filler during concrete placement with a temporary cap and remove after concrete has been placed.

3.02 PLACING BAR REINFORCEMENT (Amendments to ACI 301, Section 3):

- A. At the time concrete is placed, reinforcement shall be free of mud, oil, loose rust, loose mill scale, and other materials or coatings that may adversely affect or reduce the bond.
- B. Unless otherwise shown differently on the Drawings, all reinforcement to be placed per ACI 301-16.

3.03 PLACING CONCRETE

- A. Consolidate concrete by spading, rodding, forking, or using an approved vibrator eliminating all air pockets, stone pockets, and honeycombing. Work and float concrete surface so as to produce a uniform texture.
- B. Locate construction joints, if any, at expansion joints.

3.04 FINISHING AND CURING

- A. Wait until bleeding is stopped before final finishing operations.
- B. Keep surface damp but not wet between initial strike off and final finish.
 - 1. Utilize a fog spray, evaporative inhibitor, or midrange water reducer that is compatible with supplementary cementing materials to help control the amount of surface drying of the fresh concrete.
- C. Use minimal working of the surface during finishing.
- D. Utilize a magnesium or wood float.
- E. Avoid the use of steel finishing trowels and utilize a concrete finishing machine when possible.
- F. Finish edges of walk and expansion and control joints with a 1/4 inch radius edging tool.
- G. Provide broom finish for walk surfaces.
- H. Apply curing and anti-spalling compound in accordance with the manufacturer's printed instructions.
- I. Apply curing immediately after final finish.
- J. Hot Weather Concreting: Comply with ACI 305R whenever the atmospheric temperature or the form surface temperature is at or above 90 degrees F., or climatic conditions of wind and/or low humidity will cause premature drying of the concrete.
- K. Curing Temperature: Maintain the temperature of the concrete at 50 degrees F. or above during the curing period. Keep the concrete temperature as uniform as possible and protect from rapid atmospheric temperature changes. Avoid temperature changes in concrete which exceeds 5 degrees F. in any one hour and 50 degrees F. in any 24-hour period.
- L. Provide tooled control joints one inch deep. Space control joints equally between expansion joints at approximately 5'-0" on center, except where a different spacing is shown on the drawings.

END OF SECTION

SECTION 321614

PRECAST CONCRETE CURBS

PART 1 GENERAL

1.01 RELATED WORK SPECIFIED ELSEWHERE

- A. Earthwork: Section 310000.
- B. Concrete Paving Joint Sealants: Section 321373.
- C. Cast-in place Concrete: Section 033000

1.02 SUBMITTALS

- A. Product Data: Catalog sheets, specifications, and installation instructions for precast curbs.
- B. Quality Control Submittals:
 - 1. Test Reports: Random freeze thaw tests shall be conducted by the manufacturer. Test specimens shall retain 60 percent of its initial modulus of elasticity after 300 cycles. Test results shall be made available to the Director's Representative upon request.
- C. Submit an Environmental Product Declaration (EPD) from the manufacturer for concrete this specification section, if available. A statement of the contractor's good faith effort to obtain the EPD shall be provided if not available.
 - 1. Manufacturer-provided EPDs must be Product Specific Type III (Third-Party Reviewed), in adherence with ISO 14025 *Environmental labels and declarations*, ISO 14044 *Environmental management – Life cycle assessment*, and ISO 21930 *Core rules for environmental product declarations of construction products and services*.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Provide precast concrete curbs with a minimum compression strength of 5000 pounds per square inch. Castings shall have plane smooth surfaces, true to line and face, free from defects, sharp arises, and with curved surfaces accurately reproduced. Overall dimensions for each casting shall not vary more than 1/16 inch from those indicated.
- B. Curb units shall be cast at the manufacturers plant. Job site castings will not be permitted.
- C. Curb Foundation: One part Portland cement to six parts No. 1A coarse aggregate dry mix.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Set curb true to line and grade on a foundation of one cubic foot of dry concrete for each linear foot of curb installed. Ram all spaces under the curb so that it is completely supported throughout the entire length.
- B. Butt joint curb sections together.
- C. Install joint sealer where curb abuts existing walls, posts, buildings, at curbing intersections of planters, and fixed structures or appurtenances.

3.02 FIELD QUALITY CONTROL

- A. The Director may conduct additional tests at their discretion. Replace curb units taken for testing, not to exceed 10 linear feet for each 1000 feet or fraction thereof delivered to the project.

END OF SECTION



SCHEDULE OF SUBMITTALS	
PROJECT NO.: 46145 - C	
FACILITY: DULLES STATE OFFICE BUILDING	
CONTRACTOR:	
PROJECT MANAGER: MICHAEL MCCULLEN	
DESIGN CONSULTANT: BCA ARCHITECTS & ENGINEERS	
ENGINEER-IN-CHARGE:	
<p style="text-align: center;">LEGEND</p> <p>PACK: SUBMITTAL PACKAGE</p> <p>SD: SHOP DRAWINGS</p> <p>PD: PRODUCT DATA</p> <p>SAM: SAMPLES</p> <p>QCS: QUALITY CONTROL SUBMITTALS</p> <p>LEED: LEED SUBMITTALS</p> <p>CCS: CONTRACT CLOSEOUT SUBMITTALS</p> <p><u>SUBMITTAL REVIEW RESPONSIBILITY:</u> F: OGS FIELD OFFICE F/O: OGS FIELD OFFICE / OFFICE (ALBANY) D: CONSULTANT / DESIGNER S: OGS SCHEDULING DEPARTMENT RSM: Regional Safety Manager</p>	<p style="text-align: center;"><u>INSTRUCTIONS TO THE CONTRACTOR</u></p> <p>1. Refer to Section 013300 Submittals of the Project Manual for general requirements regarding submittals and to Section 017716 - CONTRACT CLOSEOUT for project closeout submittals.</p> <p>2. Refer to Sections of the specifications indicated herein for details of the requirements for each submittal listed.</p> <p>3. Indicate in the rows (spaces) following each item:</p> <p style="padding-left: 20px;">a. Critical submittals and long lead items (mark with an 'X'). Some critical submittals may already be identified by the design team. Confirm that these are critical submittals.</p> <p style="padding-left: 20px;">b. The date the item will be submitted, and date approval is required (allow at least 3 weeks), and the date delivery of the material or equipment is necessary for completion of the work in accordance with the Progress Schedule. The date entered for the submittal is the last date a substitution will be considered. Proposed substitutions must be made prior to the date entered if more than one substitution is to be submitted for approval. Spaces which contain N/A do not require dates.</p> <p>4. An example of a Submittal Transmittal (BDC-42) can be located at: http://www.ogs.ny.gov/BU/DC/forms/ContractorConstForms.asp</p> <p>5. Submit Contract Closeout Submittals (CCS) prior to final inspection.</p> <p style="text-align: center;"><u>INSTRUCTIONS TO THE CONSULTANT / DESIGNER</u></p> <p>1. Cut and paste required information from each Division (Div.X) tab and place in the S.O.S. tab.</p> <p>2. Delete Division (Div.X) tabs after the S.O.S. tab has been in-filled.</p> <p>3. Indicate F, F/O or D in column E. Items in Div.1 have defaults that can be modified as necessary.</p> <p>4. Indicate items that are critical submittals in column F.</p> <p><u>Note:</u> The following list of submittals is furnished for your convenience in scheduling submittals. The list is not warranted to be complete and does not take precedence over the contract documents. Enter additional submittals, as required and modify this schedule to the specific project. This S.O.S. will be used to populate the submittals website log.</p>

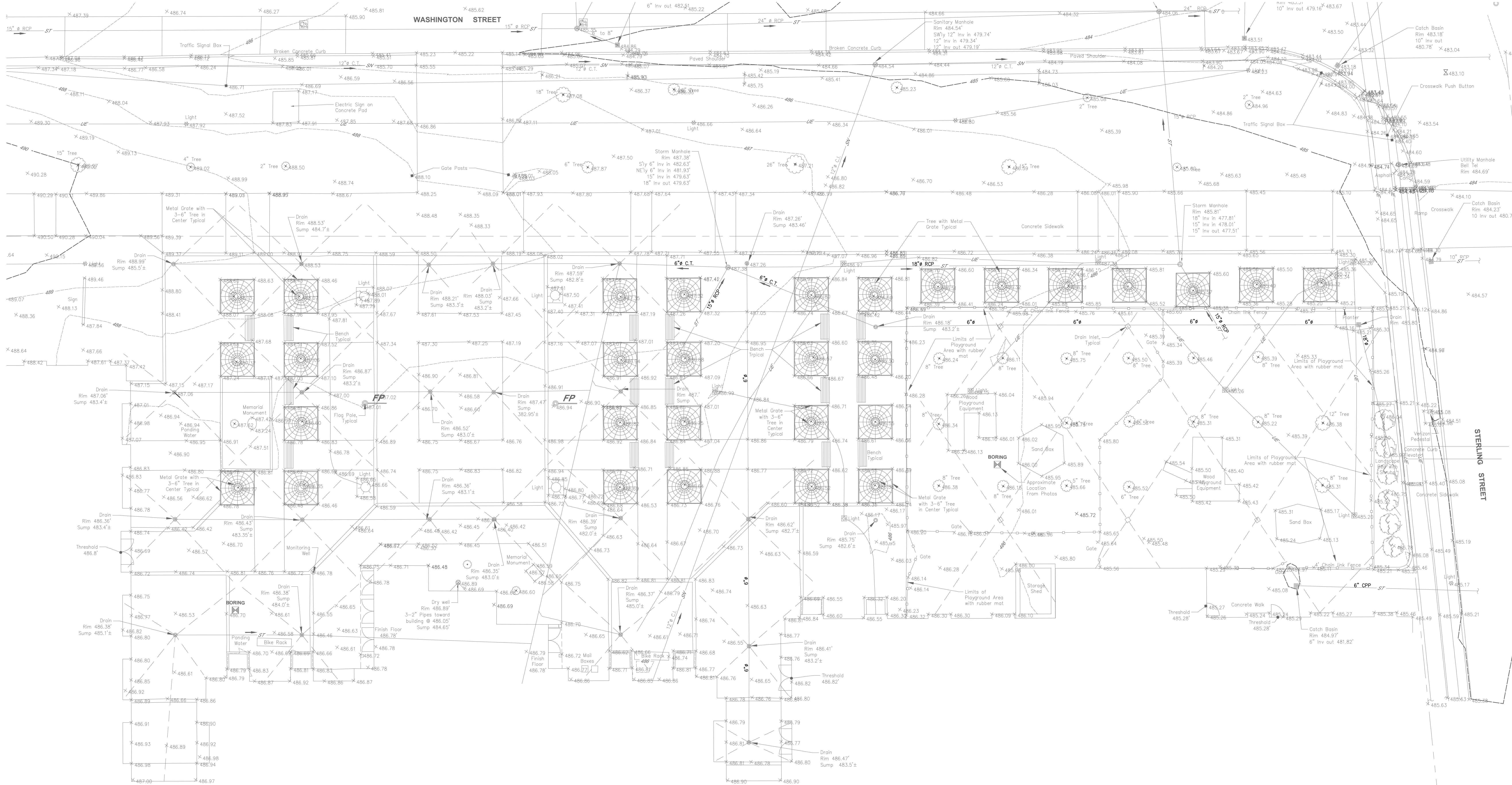


SCHEDULE OF SUBMITTALS								
PROJECT NO.:								
SUBMITTALS FOR APPROVAL				Send to:	Critical Submittals	Contractor's Projected Dates Allow at least 4 weeks for Approval (allows time for any resubmission)		
Spec Section	Sub Section	Type	Description	F F/O D S	Mark "X" for all that apply	Projected Transmittal Date:	Projected Approval Date:	Projected Delivery Date:
007213			GENERAL CONDITIONS					
007213	Art. 6	PD	ARTICLE 6: Designate in writing competent supervision and/or management representatives as required - include contact number in case of an emergency after work hours, including weekends and holidays (see 011000 Summary of Work)	F				
007213	Art. 8	PD	ARTICLE 8: Permits and licenses	F				
011100			SAFETY					
011100	1.04 A	QCS	Site Specific Safety Plan	RSM	X			
011100	1.04 B	QCS	Employee Safety Orientation Training and Certificates	F				
011100	1.04 C	QCS	Emergency Action and Evacuation Plan	F				
013113			PROJECT SCHEDULE					
013300			SUBMITTALS					
013300	1.07 A	PD	Schedule of Submittals (This form completed and edited)	F	X			
015813			PROJECT IDENTIFICATION SIGN					
015813	1.03 A	SAM	Color samples	F				
015813	2.01 A	PD	Framing and Posts	F				
015813	2.01 B	PD	Plywood	F				
015813	2.01 C	PD	Background Enamel	F				
015813	2.01 D	PD	Lettering Enamel	F				
015813	2.01 E	PD	Enamel Colors	F				
017123			FIELD ENGINEERING					
017123	1.03 A	PD	Submit the name, address, telephone number, and registration number of the Land Surveyor before starting the survey work	F				
017123	1.03 B	PD	On request, submit documentation verifying accuracy of survey work	F				
017123	1.03 C	CCS	Upon completion of the Work, submit a certificate signed and sealed by the Land Surveyor, stating that the elevations and locations of the Work are in conformance with the Contract Documents	F				
017123	1.04 B	CCS	Record location data for control points in sketch form and turn over 6 copies of sketches and computations to the Director's Representative	F				
017123	1.04 C	CCS	Submit Record Documents	F				
017716			CONTRACT CLOSEOUT					
017716	1.04	CCS	Project Record Documents	F				
017716	1.05	CCS	Operation and maintenance, 2 copies	F				
017716	1.06	CCS	Warranties	F				
017716	1.07	CCS	Spare Parts and Maintenance Materials	F				

SCHEDULE OF SUBMITTALS								
PROJECT NO.:								
SUBMITTALS FOR APPROVAL				Send to:	Critical Submittals	Contractor's Projected Dates Allow at least 4 weeks for Approval (allows time for any resubmission)		
Spec Section	Sub Section	Type	Description	F F/O D S	Mark "X" for all that apply	Projected Transmittal Date:	Projected Approval Date:	Projected Delivery Date:
023313			UNDERGROUND UTILITY LOCATOR SERVICE					
023313	1.04 A	PD	Submit detailed experience and qualifications description of underground utility locator service	D				
023313	1.04 B	QCS	Investigative Report	D				
024119			SELECTIVE DEMOLITION					
024119	1.05.A	QCS	Inventory	D				
024119	1.05.B	QCS	Pre-demolition Photographs or Video	D				
024119	1.05.C	QCS	Warranties	D				
024119	1.06.A	CCS	Inventory	D				
032100			SELECTIVE DEMOLITION					
032100	1.03.A	SD	Shop Drawings: Placing drawings for bar reinforcement	D				
032100	1.03.B	QCS	Certificates	D				
032100	1.03.C	PD	Environmental Product Declaration	D				
033000			CAST-IN-PLACE CONCRETE					
033000	1.04 B.1	PD	Mix Design	D				
033000	1.04.B.2	PD	Portland Cement	D				
033000	1.04 B.3	PD	Fly Ash	D				
033000	1.04 B.4	PD	Air-entraining Admixture	D				
033000	1.04 B.5	PD	Water-reducing Admixture	D				
033000	1.04.B.6	PD	High Range Water-reducing Admixture (Superplasticizer)	D				
033000	1.04 B.7	PD	Corrosion Inhibitor Admixture	D				
033000	1.04 B.8	PD	Accelerating Admixture	D				
033000	1.04 B.9	PD	Aggregates	D				
033000	1.04.B.10	PD	Chemical Curing and Anti-Spalling Compound	D				
033000	1.04 B.11	PD	Bonding Agent (Adhesive)	D				
033000	1.04 B.12	PD	Expansion Joint Fillers	D				
033000	1.04 B.13	PD	Integral Water-Repellent Admixture	D				
033000	1.04 C.1	QCS	Batching Plant Records	D				
033000	1.04.D	PD	Environmental Product Declaration	D				
055000			METAL FABRICATIONS (Broadscope)					
055000	1.02 A	SD	Application to Project: Show application to project. Furnish setting drawings and templates for installation of bolts and anchors in other Work. Indicate shop and field welds by standard AWS welding symbols in accordance with AWS A2.4.	D				
055000	1.02 B	PD	Product Data: Catalog sheets, specifications, and installation instructions for each item specified, except submit data for fasteners only when directed.	D				
055000	1.02 C	CCS	Certificates: Copy of certificates required under Quality Assurance Article.	D				
310000			EARTHWORK					
310000	1.03 A.1	PD	Filter Fabric (GeoTextile)	D				
310000	1.03 B.1	QCS	Excavation Procedure	D				
310000	1.03 B.2	QCS	Subbase Materials	D				
310000	1.03 B.3	QCS	Other Aggregates	D				

SCHEDULE OF SUBMITTALS								
PROJECT NO.:								
SUBMITTALS FOR APPROVAL				Send to:	Critical Submittals	Contractor's Projected Dates Allow at least 4 weeks for Approval (allows time for any resubmission)		
Spec Section	Sub Section	Type	Description	F F/O D S	Mark "X" for all that apply	Projected Transmittal Date:	Projected Approval Date:	Projected Delivery Date:
310000	1.03 B.4	QCS	Structural Soil	D				
312513			EROSION AND SEDIMENT CONTROL					
312513	1.06 A	PD	Product data for each type of product used.	D				
321216			ASPHALT PAVING					
321216	1.03 A	PD	Asphaltic Pavement	D				
321216	1.03 B	QCS	Plant name and location of asphalt concrete supplier	D				
321216	1.03 C	QCS	Pavement Quality Control Submittals: Material delivery Tickets.	D				
321300			CONCRETE WALKS					
321300	1.03 A.1	PD	Concrete Design Mix	D				
321300	1.03 A.2	PD	Portland Cement	D				
321300	1.03 A.3	PD	Air-entraining Admixture	D				
321300	1.03 A.4	PD	Water-reducing or High Range Water-reducing Admixture	D				
321300	1.03 A.5	PD	Curing and Anti-Spalling Compound	D				
321300	1.03 B	SAM	Colored Concrete Samples					
321373			CONCRETE PAVING JOINT SEALANTS					
321373	2.01 A	PD	Type 1B Sealant	D				
321373	2.02 A	PD	Cork Joint Filler	D				
321373	2.03 A	PD	Joint Primer/Sealer/Conditioner	D				
321373	2.03 B	PD	Backer Rod	D				
321373	2.03 C	PD	Bond Breaker Tape	D				
321373	2.03 D	PD	Cleaning Solvents	D				
321373	2.04 A	PD	Color	D				
321614			PRECAST CONCRETE CURBS					
321614	1.02 A	PD	Pre-Cast Curbs	D				
321614	1.02 B	QCS	Test Reports: Random freeze thaw tests shall be conducted by the manufacturer. Test specimens shall retain 60 percent of its initial modulus of elasticity after 300 cycles. Test results shall be made available to the Director upon request.	D				
321816			PLAYGROUND PROTECTIVE SURFACING					
321816	1.04 A	PD	Submit product data for each type of product.					
321816	1.04 B	SD	Shop Drawings: For each type of protective surfacing.	D				
321816	1.04 C	SAM	Samples for initial selection.	D				
321816	1.04 D	SAM	Samples for Verification.	D				
321816	1.04 E 1	QCS	Qualification Data: For Installer.	D				
321816	1.04 E 2	QCS	Material Certificates: For each type of loose-fill surfacing.	D				
321816	1.04 E 3	QCS	Product Certificates: For each type of unitary surfacing product.	D				
321816	1.04 E 4	QCS	Field quality-control reports.	D				
321816	1.04 E 5	QCS	Sample Warranty: For manufacturer's special warranty.	D				
321816	1.04 F 1	CCS	Maintenance Data: For playground protective surfacing to include maintenance manuals.	D				
323119			DECORATIVE METAL FENCES AND GATES					

SCHEDULE OF SUBMITTALS								
PROJECT NO.:								
SUBMITTALS FOR APPROVAL				Send to:	Critical Submittals	Contractor's Projected Dates Allow at least 4 weeks for Approval (allows time for any resubmission)		
Spec Section	Sub Section	Type	Description	F F/O D S	Mark "X" for all that apply	Projected Transmittal Date:	Projected Approval Date:	Projected Delivery Date:
323119	1.04 A	PD	Product Data: For each type of product.	D				
323119	1.04 B	SD	Shop Drawings: For fencing and gates.	D				
323119	1.04 C	QCS	Field quality-control reports.	D				
323119	1.05	QCS	Installer qualifications					
329120			TOPSOIL					
329120	1.02 A	SAM	Topsoil for Testing: In the presence of the Director's Representative, take a 5 lb sample from each 1000 cu yds of topsoil to be used on the project. Complete a Topsoil Sample Information Form for each sample. Ship samples and forms (original and 2 copies) to the address indicated in Section 013300.	D				
329301			PLANTS					
329301	1.03 A	PD	List of Plants: Before plant material is shipped to the project site, submit a complete itemized list of all plants including the source of supply.	D				
329301	1.03 B.1	PD	Invoice indicating sizes and variety of plant material	D				
329301	1.03 B.2	PD	Certificates of inspection required by State and Federal agencies	D				
329301	1.03 B.3	PD	Labels for each plant or bundles of plants indicating name and size	D				
329301	1.03 C	QCS	Worker's Qualifications Data	D				
334104			CORRUGATED POLYETHYLENE STORM DRAIN PIPE					
334104	1.02	PD	Product data	D				
334105			PLASTIC DRAINAGE PIPE					
334105	1.02	PD	Product data	D				



LEGEND

- Utility Pole
- Sanitary Line
- Storm Line
- Underground Electric
- Light
- Deciduous Tree
- Catch Basin
- Manhole (As Noted)
- Drain
- 5' Interval Contour
- 1' Interval Contour
- Soil Boring

CONSULTANT

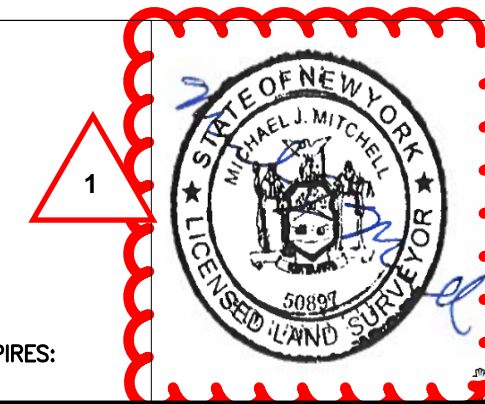
CERTIFICATE OF AUTHORIZATION #: 018581



Bernier, Carr & Associates,
Engineers, Architects and Land Surveyors, P.C.

WARNING:

THE ALTERATION OF THIS MATERIAL IN ANY WAY, UNLESS DONE UNDER THE DIRECTION OF A COMPARABLE PROFESSIONAL, I.E. ARCHITECT FOR AN ARCHITECT, ENGINEER FOR AN ENGINEER OR LANDSCAPE ARCHITECT FOR A LANDSCAPE ARCHITECT, IS A VIOLATION OF THE NEW YORK STATE EDUCATION LAW AND/OR REGULATIONS AND IS A CLASS 'A' MISDEMEANOR.



REGISTRATION EXPIRES:
07/31/2025

CONTRACT:

CONSTRUCTION

TITLE:

REHABILITATE PLAYGROUND AREA

LOCATION:

DULLES STATE OFFICE BUILDING
317 WASHINGTON STREET
WATERTOWN, NY

CLIENT:

OFFICE OF GENERAL SERVICES

1	07/27/2023	ADDENDUM 001
	04/07/2023	BID DOCUMENTS

MARK	DATE	DESCRIPTION
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PROJECT NUMBER: 46145 - C

DESIGNED BY: EG

DRAWN BY: SM

FIELD CHECK: RS

APPROVED: TD

SHEET TITLE:

SITE SURVEY

DRAWING NUMBER:

C-001

SHEET 03 OF 09